

# LEASE NO. GS-11P-LDC00280

Global Lease  
GSA FORM L100 (03/2016)

This Lease is made and entered into between

Potomac Center CF LLC

(Lessor), whose principal place of business is 550 12<sup>th</sup> Street, SW, Washington, DC 20024-6121 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witneseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

550 12<sup>th</sup> Street, SW, Washington, DC 20202-0005

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

## LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon April 26, 2017 and continuing for a period of

FIFTEEN (15) Years Firm plus one renewal option for a term of FIVE (5) Years

Subject to renewal rights as may be hereinafter set forth. The commencement date of this Lease shall be April 26, 2017. Any applicable termination and renewal rights set forth herein may be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name:

CAIN KIRK  
VICE PRESIDENT

Title:

Entity Name:

Potomac Center CF, LLC

Date:

11/15/2017

FOR THE GOVERNMENT:

(b) (6)

Name: Kevin M. Terry

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

NOV 21 2017

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name:

Tara L. Hall

Title:

Administrative Assistant

Date:

11/15/2017

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LEASE NO. GS-11P-LDC00280

LESSOR: SM GOVERNMENT: HD

GSA FORM L100 (03/16)

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 86,000 rentable square feet (RSF), yielding 78,593 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floor(s) and known as Suite(s) 350, of the Building, as depicted on the floor plans attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 9.42 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. As Existing. Notwithstanding anything to the contrary in this Lease, the Government (which has been occupying the Premises pursuant to a prior lease with Lessor) accepts the Premises and the Property in their existing condition as of the Lease Award Date; provided, however, that the foregoing shall not (i) alter Lessor's obligation to perform tenant improvements and building shell work at the Government's election as set forth in this Lease or (ii) alter Lessor's ongoing obligations with respect to maintenance and repair of the Premises and Property as set forth in this Lease. All tenant improvements or building shell work required by the Government hereunder shall be funded out of the Tenant Improvement Allowance, BSAC, Cash Allowance or Supplemental Cash Allowance (or otherwise at the Government's sole cost and expense), all as more specifically set forth in this Lease (including in Section 7.03 with respect to the Cash Allowance).

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: ZERO (0) parking spaces reserved for the exclusive use of the Government. The Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Throughout the term of the Lease and any extension thereof, the Government shall have a continuous first (1<sup>st</sup>) right to its pro rata share of available on-site parking at prevailing market rates. Lessor shall notify the Government of any available parking spaces before leasing the spaces to third parties. The Government shall have five (5) business days to lease any such offered parking space, at which time Lessor is free to lease said parking spaces to third parties.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The use and access to these areas are provided to the Government as part of the rental consideration at no additional cost. There shall be no charge to the Government for access, control, or use of the Building roof.

### 1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 2,574,138.38
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 244,895.80
OPERATING COSTS <sup>3</sup>	(b) (4)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 183,383.67
PARKING	N/A
TOTAL ANNUAL RENT	\$ 4,042,000.00

<sup>1</sup>Shell rent calculation:

(Firm Term) \$29.93 (rounded) per RSF multiplied by 86,000 RSF

<sup>2</sup>Tenant Improvements of \$2.85 (rounded) are amortized at a rate of 0 percent per annum over 15 years.

<sup>3</sup>Operating Costs rent calculation (b) (4)

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$2.13 (rounded) are amortized at a rate of 0 percent per annum over 15 years

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 78,593 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. For the avoidance of doubt, (i) April 26, 2017 is the rent commencement date. (ii) Lessor will repay to Government any and all rental payments made by Government under expired Lease LDC01653 following the Lease Expiration Date (April 25, 2017) of Lease LDC01653 up to and including the date that this Lease LDC00280 is executed. This payment shall be made to the Government as Free Rent. The Free Rent provided as a repayment of holdover rents shall be utilized following the 20 Months of Free Rent identified in Section 1.03 J. of this Lease. The number of months/days to be abated shall be determined by the Government within 90 days of Lease Award.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. Subject to Section 1.01 C, all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. In accordance with the Lease negotiations, the Lessor has offered Free Rent to the Government for the first TWENTY (20) months of the Lease term. Therefore, the first TWENTY (20) months of the Lease term shall be provided at no cost to the Government. For avoidance of doubt, the first TWENTY (20) months of the Lease term begin on April 26, 2017, the rent commencement date.

#### 1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. JONES LANG LASALLE AMERICAS, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission will be payable to JONES LANG LASALLE AMERICAS, INC. with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 21 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 21<sup>st</sup> Month's Rent.\*

Month 22 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 22<sup>nd</sup> Month's Rent.\*

Month 23 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 23<sup>rd</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

#### 1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ INTENTIONALLY DELETED

#### 1.06 RENEWAL RIGHTS (SEP 2013)

This Lease may be renewed at the option of the Government for a term to be determined at the sole discretion of the Government, up to a maximum period of FIVE (5) YEARS at the following rental rate(s):

	OPTION TERM, YEARS 16 - 20	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$ 3,260,260.00	\$ 37.91
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least two hundred seventy (270) days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

#### 1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease.

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	3	A
HUD NATIONAL SPACE DESIGN STANDARDS	12	B
FACILITY SECURITY LEVEL II REQUIREMENTS	8	C
SUPPLEMENTAL HVAC	1	D
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	2	E
GSA FORM 3517B, GENERAL CLAUSES	15	F
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	13	G
SMALL BUSINESS SUBCONTRACTING PLAN	22	H
CAPITAL IMPROVEMENT PLAN	2	I
STATEMENT OF WORK	7	J

#### 1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$46.74 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA and the Government shall convert any unutilized portion of the Tenant Improvement Allowance into Free Rent.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in converting any unutilized portion of the TIA into Free Rent.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent at an amortization rate to be mutually agreed upon between the Lessor and the Government.

#### 1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, rates shall not exceed the following for the initial build-out of the Space and subsequent improvements throughout the Lease Term and any extensions thereof.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	5%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4%
GENERAL CONTRACTOR FEE (% OF TI CONSTRUCTION COSTS)	5%
GENERAL CONDITIONS FEE (% OF TI CONSTRUCTION COSTS)	5%



All Tenant Improvement work and services performed by Lessor or its representatives throughout the Lease term are subject to the competitive bid process outlined in Paragraph 4.03 of the Lease and shall not exceed the following: markup and fees for tenant alteration hard construction costs, and any other services contracted for through Lessor, inclusive of Lessor's Profit and Overhead and General Contractor's Profit and Overhead, shall not exceed an aggregate total of 15%. Permits and General Conditions shall not be subject to any markup or fees, nor for Change Orders, but only to the extent they result in a net increase to construction costs. Equitable adjustments for deleted work shall include credits for overhead and profit. No additional markup and fees are permissible to the Profit and Overhead portion of any first tier subcontractor charges by either the General Contractor and/or Lessor. All third party invoices on contracts for which the Government contracts directly, rather than through Lessor, for which the Government requests payment from the tenant allowance shall not be subject to the above stated markup and fees, but rather charged a flat \$200.00 service fee per invoice.

#### 1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$35.00 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0 percent.

#### 1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government shall have the option to convert any unutilized portion of the BSAC into Free Rent.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease. Alternatively, the Government shall have the option to convert any unutilized portion of the BSAC into Free Rent.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent at an amortization rate to be mutually agreed upon between the Lessor and the Government.

#### 1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 20.13 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 86,000 RSF by the total Building space of 427,245 RSF.

#### 1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base is defined in the "Real Estate Tax Adjustment" paragraph of the Lease. Tax adjustments shall not occur until the tax year following lease commencement has passed.

#### 1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4).

#### 1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises that can be clearly demised prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.75 per ABOA SF of Space vacated by the Government. Failure of the parties to notify and/or adjust the rate in a timely manner shall not be deemed a waiver of said right. The Government and Lessor shall make a good faith effort to establish a fair and reasonable adjustment retroactively.

#### 1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$50.00 per hour per floor
- No. of floors: 3
- Minimum of FOUR (4) hours

The Government shall have the right to further negotiate overtime costs if required for extended periods.

#### 1.17 24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED



1.18 ~~BUILDING IMPROVEMENTS (MAR 2016)~~ INTENTIONALLY DELETED

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF - 10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises:  $ABOA\ SF\ of\ Space \times (1 + CAF) = RSF$ .
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

### 2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice

to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

#### **2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease, including but not limited to the not-to-exceed mark-ups outlined in Section 1.09 of this Lease, and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

D. Micro-purchases may be awarded without soliciting competitive quotations if the Contracting Officer or individual appointed in accordance with 1.603-3(b) considers the price to be reasonable. The micro-purchase threshold shall mean \$3,000.00.

E. For the avoidance of doubt, Lessor cannot be forced to execute an agreement directly with a tenant agency.

#### **2.04 WAIVER OF RESTORATION (APR 2011)**

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

#### **2.05 PAYMENT OF BROKER (JUL 2011)**

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

#### **2.06 CHANGE OF OWNERSHIP (APR 2015)**

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the

Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

## 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED. Lessor must maintain proper written evidence that tax invoices were timely submitted to the Government.

**Tax Appeals.** If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

#### **2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)**

A. If the Government fails to occupy any portion of the leased Premises that can be clearly demised or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced in accordance with Paragraph 1.15.

B. INTENTIONALLY DELETED

#### **2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ~~ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)~~ INTENTIONALLY DELETED

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED



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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 LABOR STANDARDS (SEP 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at <https://www.acquisition.gov/far/>.

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

### 3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

### 3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

### 3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, [www.epa.gov/eppp](http://www.epa.gov/eppp) and USDA Bio-Preferred products Web site [www.biopreferred.gov](http://www.biopreferred.gov). In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
2. Minimize the consumption of resources, energy, and water.
3. Prevent the creation of solid waste, air pollution, or water pollution.
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

### 3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

### 3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. **SUBMITTAL REQUIREMENT:** Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

### 3.07 WOOD PRODUCTS (SEP 2013)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center ([www.certifiedwood.org](http://www.certifiedwood.org)), the Forest Stewardship Council United States ([www.fscus.org](http://www.fscus.org)), or the Sustainable Forestry Initiative ([www.sfioprograms.org](http://www.sfioprograms.org)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML](http://WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 3.08 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible volatile organic compounds (VOC) content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### 3.09 BUILDING SHELL REQUIREMENTS (SEP 2013)

A. Subject to Section 1.01.C, the Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

### 3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

### 3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

### 3.12 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

### 3.13 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

### 3.15 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### 3.16 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

#### A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
  - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
  - b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and  
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
    - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
    - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
    - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy, in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure

mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**B. Hydrology-related Requirements:**

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.17 ELEVATORS (SEP 2013)**

A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

**3.18 BUILDING DIRECTORY (APR 2011)**

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

**3.19 FLAGPOLE (SEP 2013)**

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

**3.20 DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

### 3.21 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

### 3.22 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

### E. INTENTIONALLY DELETED

### 3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

### 3.24 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

### 3.25 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

### 3.26 PARTITIONS: GENERAL (APR 2015)



Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### 3.27 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### 3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

### 3.29 WALL FINISHES – SHELL (SEP 2015)

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### 3.30 PAINTING – SHELL (JUN 2012)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

### 3.31 FLOORS AND FLOOR LOAD (APR 2015)

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

### C. INTENTIONALLY DELETED

### 3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

**3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

**3.34 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

**3.35 ELECTRICAL (JUN 2012)**

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED**

**3.37 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.38 DRINKING FOUNTAINS (APR 2011)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

**3.39 RESTROOMS (SEP 2013)**

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED TOTAL NUMBER OF PEOPLE PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

#### 3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

#### 3.41 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

#### 3.42 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)

- A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
- E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.
- G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- H. INTENTIONALLY DELETED
- I. Lessor shall provide, operate, and maintain supplemental HVAC units for each LAN closet, in accordance with Exhibit B, at no additional cost to the Government.
- J. Five separate areas of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated LAN rooms. These areas shall be serviced by five units outlined below, as well as in Exhibit D, which shall be provided, operated, and maintained as part of Lessor's Building shell obligation and at no additional cost to the Government.

Tonnage	Appx BTUs	Usage
2.0	24,000	24/7
2.0	24,000	24/7
2.0	24,000	24/7
5.0	60,000	24/7
2.5	30,000	24/7

In addition, Lessor shall provide, operate, and maintain ONE (1) one (1) ton supplemental HVAC unit for each Telecommunications closet at no additional cost to the Government. The temperature of these rooms shall be maintained at 68-77 degrees F (20-25 degrees C), with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Lessor shall provide this service at no additional cost to the Government.

#### 3.43 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

D. As stated in Section 3.42, Lessor shall provide, operate, and maintain supplemental HVAC units for each LAN room, in accordance with Exhibit B, at no additional cost to the Government.

E. Lessor shall provide, operate, and maintain ONE (1) one (1) ton supplemental HVAC unit for each Telecommunications closet existing as of the Lease Award Date at no additional cost to the Government.

#### 3.44 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

#### 3.45 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.46 **ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. **Reverberation Control:** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control:** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms, NC 40 in corridors, cafeterias, lobbies, and restrooms, NC 50 in other spaces.

C. **Noise Isolation:** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40  
Offices: NIC 35

D. **Testing:** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.47 **SECURITY FOR NEW CONSTRUCTION (NOV 2005)**

The Lessor shall provide a written certification from a licensed professional engineer that the Building conforms to a minimum of:

A. Window glazing and façade protection level, with a performance condition as specified in this Lease, as prescribed by WINGARD 4.1 or later or WINLAC 4.3 software.

B. Setback distance, as specified in this Lease, from the face of the Building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the Building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).

C. Lobbies, mailrooms, and loading docks shall not share a return-air system with the remaining areas of the Building. The Lessor shall provide lobby, mailroom, and loading dock ventilation systems' outside air intakes and exhausts with low leakage, fast acting, isolation dampers that can be closed to isolate their systems. Dedicated HVAC shall be required for mailrooms only when the Government specifically requires a centrally operated mailroom. On Buildings of more than four stories, air intakes shall be located on the fourth floor or higher. On Buildings of three stories or less, air intakes shall be located on the roof or as high as practical. Locating intakes high on a wall is preferred over a roof location.

3.48 **~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2013)~~ INTENTIONALLY DELETED**

3.49 **FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)**

A. The new Building shall be protected throughout by an automatic fire sprinkler system designed in accordance with the National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems* (current as of the Lease Award Date).

B. When an electric fire pump is provided to support the design of the fire sprinkler system, a secondary power source shall be provided to the fire pump by a standby emergency generator or another means acceptable to the Government.

C. The fire alarm system installed shall be an emergency voice/alarm communication system when any one of the following conditions exist:

1. The Building is 2 or more stories in height above the level of exit discharge.
2. The total calculated occupant load of the Building is 300 or more occupants.
3. The Building is subject to 100 or more occupants above or below the level of exit discharge.

The emergency voice/alarm communication system shall be designed and installed to meet the requirements of NFPA 72 (current as of the Lease Award Date).

**3.50 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP 2013)—INTENTIONALLY DELETED**

**3.51 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP 2013)**

A. The tenant Space must meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) at the Certified level, including, at a minimum, all credits (or their equivalent) that were identified in the RLP in the paragraph titled "Additional Submittals", provided that the Government's scope of work for TI's allows for such LEED-CI certification (given that the Space is otherwise being accepted "as existing" pursuant to Section 1.01.C). Subject to the preceding sentence, the Lessor, at the Lessor's expense, shall obtain certification from the USGBC within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®-CI Reference Guide at <http://www.usgbc.org>. At completion of LEED® documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®-Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED®-Online workspace during design and through the term of the Lease.

B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification (subject to Section A above), the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

C. Any Building shell modifications necessary for the Space to meet the requirements of LEED®-CI (Leadership in Energy and Environmental Design for Commercial Interiors) certification by the USGBC, shall be noted and incorporated into the construction documents and shall be included as part of the Building shell costs. Subject to Section 3.51.A above, the Lessor must coordinate any such requirements to meet LEED®-CI Certified level for the TI's with the Building shell. If the Government elects to exercise the Cash Allowance referenced in paragraph 7.03 "Cash Allowance", the cost of causing building shell improvements to meet LEED®-CI Certified level shall be funded out of the Lessor provided Cash Allowance. The Lessor, at the Lessor's expense, remains obligated to obtain certification from the USGBC as stated under paragraph 3.51, section A. above.

**3.52 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)**

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;



2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants, and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

**G. Flush-Out Procedure:**

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
3. Any deviation from this ventilation plan must be approved by the LCO.
4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.
5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
6. Protect stored onsite and installed absorptive materials from moisture damage.

**3.53 SYSTEMS COMMISSIONING (APR 2011)**

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems

**3.54 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)**

**A. Environmental Due Diligence**

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

**B. National Environmental Policy Act**

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

**3.55 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)**

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

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## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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### 4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

Program of Requirements (POR) Development: See Exhibit K, Scope of Work.

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than FORTY (40) Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs (including any building shell work pursuant to Section 7.03). This budget proposal shall be completed within FIFTEEN (15) Working Days of the Government's request. The costs of producing the DIDs shall be a Government expense (payable out of the TIA, BSAC, Cash Allowance or Supplemental Cash Allowance if the Government so elects).

B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than TWENTY (20) Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor, at its sole expense, must complete CDs conforming to the approved DIDs not later than TWENTY FIVE (25) Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within TEN (10) Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have TWENTY (20) Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within TWENTY (20) Working Days following the end of the Government CD review period.

G. INTENTIONALLY DELETED

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within FIFTEEN (15) Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than ONE HUNDRED NINETEEN (119) Working days following issuance of NTP.

### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

#### 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)

- A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified on the CDs, and in a separate Lessor shell cost column and excluded from the Government's TI price cost column under the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.
- B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.
- C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.
- D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of four qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of four qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process. Alternatively, General Contractor services may be bid independently.
- E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with unit price breakouts and additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.
- F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.
- G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.
- H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

#### 4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015) INTENTIONALLY DELETED

#### 4.05 GREEN LEASE SUBMITTALS (SEP 2015)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. MSDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
  2. A description of how commissioning requirements will be met and confirmed.
- J. At completion of LEED®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

#### 4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within FIVE (5) Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within FIVE (5) Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

#### 4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of TEN (10) Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

#### 4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

#### 4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

#### 4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed. For the avoidance of doubt, the payment of rent is not contingent upon any such acceptance.
- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

**4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

**4.12 AS-BUILT DRAWINGS (JUN 2012)**

Not later than TWENTY (20) days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

**4.13 LIQUIDATED DAMAGES (~~JUN 2012~~) INTENTIONALLY DELETED**

**4.14 SEISMIC RETROFIT (~~SEP 2013~~) INTENTIONALLY DELETED**

**4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)**

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).



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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

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### 5.01 TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2014)~~ INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided by the Lessor as part of the Building Shell. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:
  - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.
  - b. Construction. Any draperies to be newly installed shall be made as follows:
    - i. Fullness of 100 percent, including overlap, side hems, and necessary returns,
    - ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener,
    - iii. Doubled side hems of 1-1/2 inches, 4-inch doubled and blind stitched bottom hems,
    - iv. Three-fold pinch pleats,
    - v. Safety stitched intermediate seams,
    - vi. Matched patterns,
    - vii. Tacked corners, and,
    - viii. No raw edges or exposed seams.
  - c. Use of existing draperies must be approved by the Government.

### 5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort, and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

### 5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized

removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

#### 5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

#### 5.09 PARTITIONS: SUBDIVIDING (SEP 2015)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

#### 5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

#### 5.11 PAINTING – TI (SEP 2013)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
  - a. Flats: 50 grams per liter (g/L).
  - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
  - a. Varnish: 350 g/L.
  - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
  - a. Waterproofing sealers: 250 g/L.
  - b. Sanding sealers: 275 g/L.
  - c. All other sealers: 200 g/L.
8. Shellacs:
  - a. Clear: 730 g/L.
  - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

#### 5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

**D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED**

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content. Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc.	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

**5.13 HEATING AND AIR CONDITIONING (JUN 2012)**

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

**5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)**

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

**5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely

concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

**5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

**5.17 DATA DISTRIBUTION (JUN 2012)**

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

**5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

**5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

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## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration. However, the Government can elect to convert the Lease to net of any or all utilities at any time during the Lease term and any extension thereof. If converted to net of utilities, Lessor and Government shall determine an equitable adjustment to the rent which reflects the actual utility costs.

### 6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2014)~~ INTENTIONALLY DELETED

### 6.04 UTILITY CONSUMPTION REPORTING (SEP 2015)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/ucr](http://www.gsa.gov/ucr))

### 6.05 HEATING AND AIR CONDITIONING (SEP 2014)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

### G. INTENTIONALLY DELETED

H. Five separate areas of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated LAN rooms. These areas shall be serviced by five units outlined below, as well as in Exhibit D, which shall be provided, operated, and maintained as part of Lessor's Building shell obligation and at no additional cost to the Government.

Floor	Tonnage	Appx BTUs	Usage
1	2.0	24,000	24/7
1	2.0	24,000	24/7
2	2.0	24,000	24/7
2	5.0	60,000	24/7
2	2.5	30,000	24/7

In addition, Lessor shall provide, operate, and maintain ONE (1) one (1) ton supplemental HVAC unit for each Telecommunications closet at no additional cost to the Government. The temperature of these rooms shall be maintained at 68-77 degrees F (20-25 degrees C), with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Lessor shall provide this service at no additional cost to the Government.

#### 6.06 OVERTIME HVAC USAGE (JUN 2012)

- A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth in Section 1.15 of the Lease. Overtime usage services may be ordered by the Government's authorized representative only.
- B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.
- C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.
- D. The Government shall have the right to further negotiate overtime costs if required for extended periods.

#### 6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

#### 6.08 SELECTION OF CLEANING PRODUCTS (APR 2015)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Design for the Environment (DfE) designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

#### 6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

#### 6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

#### 6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

#### 6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every FIVE (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

#### B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
  - a. Backing or underlayment is exposed;
  - b. There are noticeable variations in surface color or texture;
  - c. It has curls, upturned edges, or other noticeable variations in texture;
  - d. Tiles are loose; or,
  - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space in Year 7 of the Lease Term. In the event that the Government exercises the Renewal Option, then the Lessor shall replace all carpet in the Space in Year 1 of the Option Term, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

#### 6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

#### 6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### 6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement [Homeland Security Presidential Directive-12 \(HSPD-12\)](#), Office of Management and Budget (OMB) guidance [M-05-24](#) and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1. **MANUAL PROCESS:** The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, [Questionnaire for Public Trust Positions](#), completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. **ELECTRONIC PROCESS:** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

- a) How to Log In
- b) How to Answer and Create New Golden Questions
- c) What Additional Documents to Send
- d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
- e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
- f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a [livescan](#) device.
- b) Certification That My Answers Are True
- c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### 6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### 6.17 LANDSCAPING (SEP 2015)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).

C. INTENTIONALLY DELETED



**6.18 LANDSCAPE MAINTENANCE (APR 2011)**

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

**6.19 RECYCLING (JUN 2012)**

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

**6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

**6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)**

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. **MARKING SBU.** Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. **AUTHORIZED RECIPIENTS.** Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

**C. DISSEMINATION OF SBU BUILDING INFORMATION**

1. **BY ELECTRONIC TRANSMISSION.** Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. **BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES.** Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. **By mail.** Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. **In person.** Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. **RECORD KEEPING.** Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. **RETAINING SBU DOCUMENTS.** SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. **DESTROYING SBU BUILDING INFORMATION.** SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88\\_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88\_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. **NOTICE OF DISPOSAL.** The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. **INCIDENTS.** All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. **SUBCONTRACTS.** The Contractor must insert the substance of this paragraph in all subcontracts.

## 6.22 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO<sub>2</sub> 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

**6.23 RADON IN AIR (SEP 2013)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

**6.24 RADON IN WATER (JUN 2013) INTENTIONALLY DELETED**

**6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.26 MOLD (SEP 2013)**

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation, and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation, and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U. S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

**6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

**6.28 FLAG DISPLAY (SEP 2013)**

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

## SECTION 7 ADDITIONAL TERMS AND CONDITIONS

The following sections have been modified:

1. 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)
2. 1.08 TENT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)
3. 1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)
4. 1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)
5. 1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)
6. 2.03 ALTERATIONS REQUIRED BY THE GOVERNMENT (SEP 2013)
7. 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)
8. 2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)
9. 3.13 MEANS OF EGRESS (MAY 2015)
10. 3.42 HEATING, VENTILATION, AND AIR CONDITIONING – SHELL (SEP 2013)
11. 3.43 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)
12. 4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)
13. 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)
14. 5.04 WINDOW COVERINGS (JUN 2012)
15. 6.02 UTILITIES (APR 2011)
16. 6.05 HEATING AND AIR CONDITIONING (SEP 2014)
17. 6.06 OVERTIME HVAC USAGE (JUN 2012)
18. 6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

### 7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level 2 attached to this Lease.

### 7.02 SUPPLEMENTAL HVAC

Five separate areas of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated LAN rooms. These areas shall be serviced by five units outlined below, as well as in Exhibit D, which shall be provided, operated, and maintained as part of Lessor's Building shell obligation and at no additional cost to the Government.

Floor	Tonnage	Appx BTUs	Usage
1	2.0	24,000	24/7
1	2.0	24,000	24/7
2	2.0	24,000	24/7
2	5.0	60,000	24/7
2	2.5	30,000	24/7

In addition, Lessor shall provide, operate, and maintain ONE (1) one (1) ton supplemental HVAC unit for each Telecommunications closet at no additional cost to the Government. The temperature of these rooms shall be maintained at 68-77 degrees F (20-25 degrees C), with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. Lessor shall provide this service at no additional cost to the Government.

### 7.03 CASH ALLOWANCE

The Cash Allowance for purposes of this Lease is \$19.15 per ABOA SF (\$17.50 per RSF rounded), equivalent to a total of \$1,505,055.95. The Cash Allowance is the amount that Lessor has agreed to provide the Government to be used for either building shell work or tenant improvements, in lieu of requiring Lessor to provide the following building shell elements within the demised Premises.

Building Shell Elements	Agreed Value of Shell Elements
Ceilings:	\$5.20/ABOA SF
Partitions (Perimeter, Column Wraps, Core):	\$1.84/ABOA SF
Mechanical/HVAC:	\$3.85/ABOA SF
Sprinklers and Fire Alarm:	\$1.53/ABOA SF
Lighting:	\$6.73/ABOA SF
Total Cash Allowance	\$19.15/ABOA SF/ \$17.50/RSF (rounded) equivalent to a total of \$1,505,055.95

Notwithstanding the foregoing, the Lessor remains and is still obligated to meet its building shell obligation for the core and common areas on each floor of the building (for example, Lessor is still obligated to provide and maintain fire egress corridors, core bathrooms, elevator and building entry lobby areas, etc., subject to Section 1.01.C). For the avoidance of doubt, if the Government does not elect to cause Landlord to perform building shell work within the Premises pursuant to this Section 7.03, Lessor shall have no obligation to perform such work.

Use by the Government of the Cash Allowance shall not relieve the Lessor of its obligation to maintain and repair such building shell elements throughout the term of the Lease in accordance with the requirements of the Lease.

The total cost of any building shell work to which the Government elects to apply the Cash Allowance will include any and all applicable mark-ups by the Lessor, the Lessor's general contractor, architect/engineering costs, overhead, profit, general conditions, or other fees. The Government may utilize the Cash Allowance to provide base building and shell related work as part of the initial refurbishment of the Space ("Initial Renovation"), which shall occur prior to the acceptance under this lease. The Government shall be solely responsible for all costs of building shell items within the Demised Premises in excess of the Cash Allowance of \$19.15/ABOA (\$1,505,055.95). The Government, at its sole discretion, shall make all decisions as to the use of the Cash Allowance. The Government may use all or part of the Cash Allowance. The Government may return to the Lessor any unused portion of the Cash Allowance and the Government shall convert any unutilized portion of the Cash Allowance into Free Rent, provided that the Government may only take such Free Rent during the final 7 months of the Firm Term of the Lease. Under no circumstances may the Government elect to utilize the Cash Allowance in any other manner which results in a reduction of the rent in paragraph 1.03.

#### 7.04 RENOVATION OF EXISTING BUILDING INTENTIONALLY DELETED

~~A. During renovation, the Lessor will be responsible for providing and paying for swing space (temporary alternate space) equal or greater in size and quality to the amount of space vacated from time to time in Potomac Center ("Swing Space"). The Government estimates that the amount of space to be vacated during renovations will be approximately 12,200 rentable square feet. The renovation of these vacated portions of Potomac Center will be required to be completed in no more than three phases. During renovations, the Lessor will also be responsible for maintaining minimum standards set forth in this Lease for all space in Potomac Center that remains occupied during the renovation, including, but not limited to, existing life safety and air quality standards outlined within this Lease. Areas under renovation shall be isolated from occupied spaces by the use of at least 4 mil sheets of polyethylene. The proposed renovation plan and its implementation shall be accomplished with a minimum of disruption and interference with the ongoing operations of the Government. Major construction and office renovation that will be disruptive to normal office activities shall be conducted outside of Normal Hours.~~

~~B. The Swing Space must allow the Government to function efficiently during renovation and must be fully built out, at the Incumbent Lessor's sole cost, to a reasonable "turnkey" condition, including a "warm-lit shell" consistent with the definition of such in Section 3.09 of this Lease as well as all other minimum requirements of this Lease. Further, the Swing Space will be within acceptable standards consistent with the existing space and be fully functional inclusive of furniture, fixtures, equipment, and telecommunications and data infrastructure, at the Lessor's sole cost. Fully functional shall include, at Lessor's sole cost, any additional costs associated with Government's services providers for tele data or other required communication links between the Swing Space and the Premises. All tenant improvements in the Swing Space shall be in accordance with plans and specifications approved by the Government. The Swing Space must be approved by the Contracting Officer, whose approval will not be unreasonably withheld. The Government shall be able to coordinate the installation of roof antennas with Lessor's contractor prior to occupancy of the Swing Space.~~

~~C. The Government will make lease payments on the Premises during renovation in accordance with the terms of this Lease, but will not pay rent for the Swing Space.~~

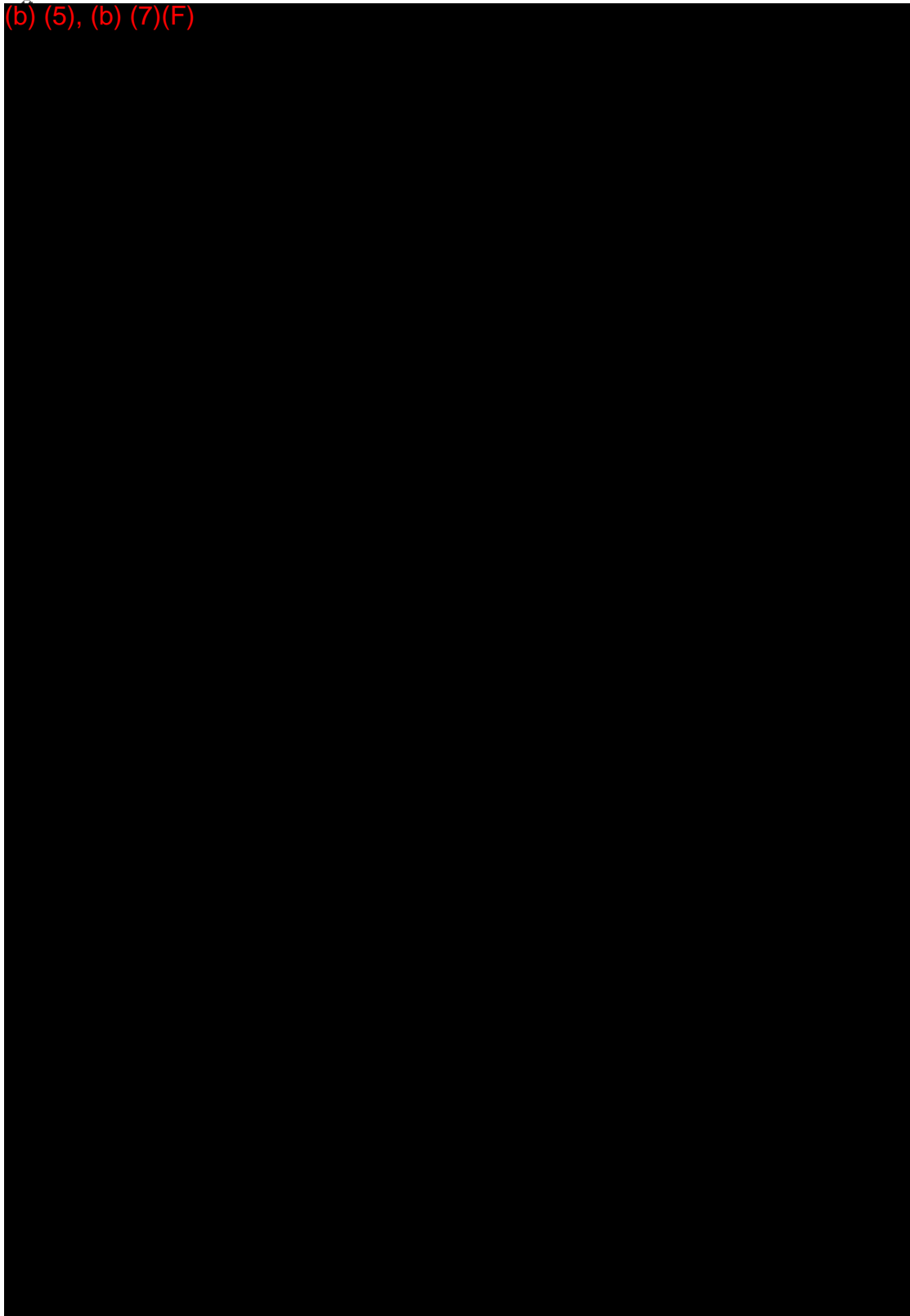
~~D. The Government reserves the right to require a single group of employees or successive groups of the Government employees to be moved into and out of the Swing Space, based upon the Lessor's proposal. The Government shall be responsible for the cost of moving each Government employee no more than once. The Government's sole responsibility shall be to move the employees into the permanent space upon substantial completion. The Lessor shall be responsible for the cost of all moves, interim moves, and restacking in excess of one move per Government employee. The Government will work with the Lessor to develop a move plan and schedule that will minimize the number of required moves and not disrupt Government operations. The Government retains the sole discretion as to what constitutes an unacceptable disruption of Government operations. The Lessor understands and acknowledges that the renovation and operations may ultimately require more than one move per employee.~~

#### 7.05 SUPPLEMENTAL CASH ALLOWANCE

A. Lessor has agreed to provide the Government with a Supplemental Cash Allowance in the amount of \$663,594.44. The Lessor shall make available the Supplemental Cash Allowance for the Government to be used for Tenant Improvements. Please note that the \$663,594.44 in Supplemental Cash Allowance is separate from the \$46.74/ABOA SF in Tenant Improvements provided via Section 1.08 of this Lease, and is not amortized through the rent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the Supplemental Cash Allowance. The Government may use all or part of the Supplemental Cash Allowance. The Government may return to the Lessor any unused portion of the Supplemental Cash Allowance and the Government shall convert any unutilized portion of the Supplemental Cash Allowance into Free Rent, provided that the Government may only take such Free Rent during the final 7 months of the Firm Term of the Lease.

(b) (5), (b) (7)(F)



*Sam*

Lessor & Government



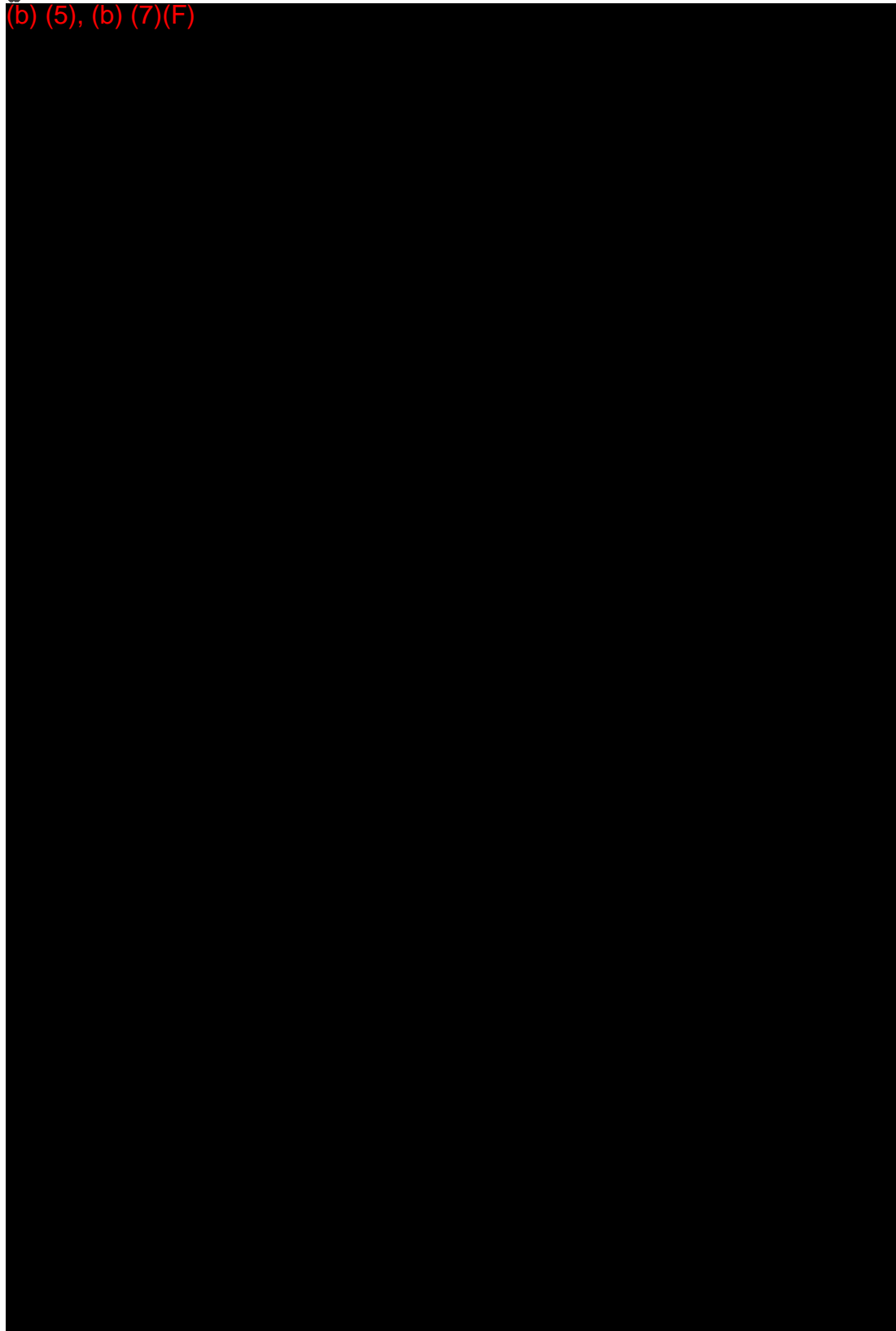
Jones Lang LaSalle

550 12th Street SW  
Washington DC  
07.10.17

1ST FLOOR

35,618 RSF  
32,142 USF

(b) (5), (b) (7)(F)



*[Handwritten signature]*

Lessor & Government



Jones Lang LaSalle

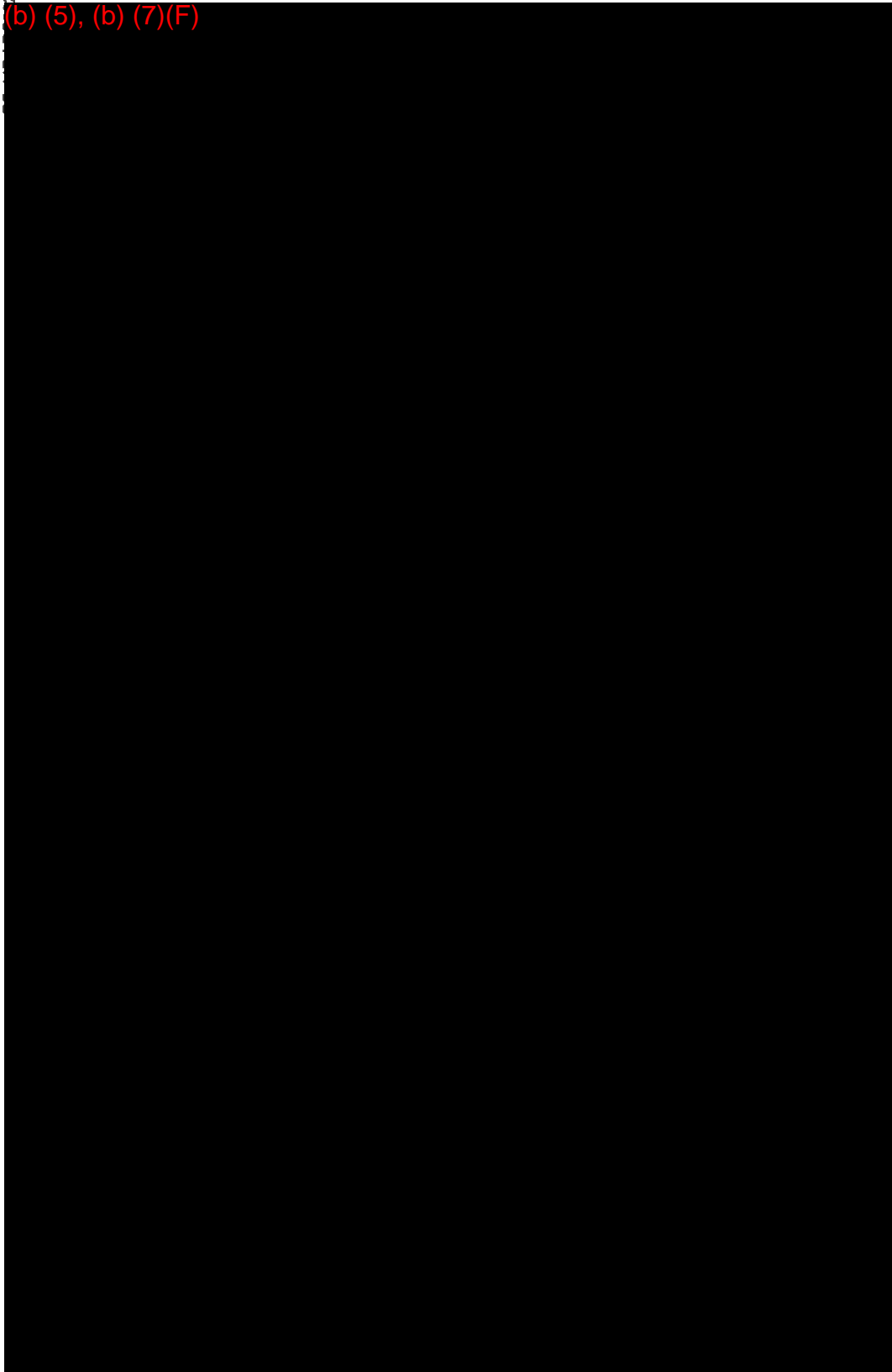
550 12th Street SW  
Washington, DC  
20004-1111  
07.10.17

2ND FLOOR

38,950 RSF  
34,569 USF



(b) (5), (b) (7)(F)



OFFERED

*Handwritten signature/initials*

Lessor & Government

<b>WDC</b> KIDDO	Jones Lang LaSalle	550 12th Street SW Washington DC 20004 07.10.17	<b>3RD FLOOR</b>	11,432 RSF 11,882 USF
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## CHAPTER 13

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SPACE DESIGN STANDARDS EFFECTIVE MARCH 2016

#### POLICY OBJECTIVES

- A. The Department will utilize systems furniture in its offices as it requires the least amount of square footage, allows for flexibility in reconfigurations, provides for efficient storage capacity, and is more ergonomically correct and adaptable;
- B. Provide an efficient, safe, modern, open and collaborative working environment for Department employees;
- C. Adhere to the Leadership and Energy and Environmental Design (LEED) Silver or higher interior space design standards to maximize energy efficiency and natural lighting;
- D. Provide efficient workflow and assist managers with space layouts that enhance the operations of the work unit;
- E. Promote maximum efficiency and economy through effective space utilization not to exceed 175 square feet per person, or the federally mandated standard (this limitation may not be possible in offices with very few staff, but the space standards described herein will be adhered to, yielding the best possible space utilization rate) unless a greater amount of space is required to accommodate an employee with a disability;
- F. Ensure accurate cost accounting for Departmental space under the Federal Buildings Fund; and
- G. Comply with space agreements negotiated with HUD's unions, including the Agreement with the American Federation of Government Employees AFL/CIO dated July 23, 2015, and the most current agreement with the National Federation of Federal Employees.
- H. In accordance with Federal laws prohibiting employment discrimination enforced by the U.S. Equal Employment Opportunity Commission, our policies cannot deny a reasonable workplace accommodation that an employee needs because of his/her religious beliefs and/or disability. Reasonable accommodations remove barriers that prevent individuals with disabilities from applying for, or performing, jobs for which they are qualified. As a result, the standards set forth here must be modified to accommodate an employee with a disability, as long as it enables them to perform the essential job duties, have equal access to the work environment or provide equal access to the benefits.
- I. Provide working space and common use areas that are accessible to visitors and employees with disabilities in accordance with federal accessibility requirements. Ensure compliance with accessibility requirements in accordance with federal accessibility requirements such as those applicable under the Architectural Barriers Act and Section 504 of the Rehabilitation Act of 1973. Ensure compliance with Section 508 of the Rehabilitation Act, which requires all "electronic and information technology" that HUD develops, procures, maintains, or uses provide comparable access and use to individuals with disabilities, in accordance with standards established by the U.S. Access Board.

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Lessor:   LHM  

GOVT:   [Signature]

## REGULATORY AUTHORITIES

The General Services Administration (GSA) prescribes the procedures and methods governing the reporting, assigning, reassignment, utilization, pricing, and release of space in Government-owned and leased buildings in the United States. GSA performs all functions, including the execution of the necessary documents for the acquisition of leased space, except as otherwise specified in the Code of Federal Regulations (CFR), Chapter 101 — Federal Property Management Regulation (FPMR), Title 41, Subtitle C, Chapter 101.

1. The following directives and regulations are necessary to administer the space management program: Federal Management Regulations (FMR), Subchapter C – Real Property.
2. Building Owners and Managers Association International (BOMA), ANSI Z65.1, Office Space Measurement Standard.
3. ANSI/ASHRAE 62-1939, Ventilation for Acceptable Indoor Air Quality Standard.
4. Architectural Barriers Act and the Architectural Barriers Act Accessibility Standards (ABAAS).
5. Sections 501, 504, and 508 of the Rehabilitation Act of 1973, as amended.
6. Executive Order 12072, August 16, 1978, Federal Space Management.
7. Public Law 102-393, Alien Species Prevention and Enforcement Act Section 13, September 1992.
8. Public Law 102-486, Energy Policy Act, October 1992.
9. Occupational Safety and Health Administration.
10. American Society of Heating, Refrigerating and Air Conditioning Engineers.
11. Uniform Federal Accessibility Standards (UFAS).
12. US Green Building Council (USGBC).
13. Reporting fringe benefit for excess parking expenses.
14. OMB Memorandum M-12-12 Section 3: Reduce the Footprint.
15. Guiding Principles for Sustainable New Construction and Major Renovations.
16. Randolph-Sheppard Act.

## PRIVACY ACT CONSIDERATIONS

None.

## CONTRACT REQUIREMENTS

See requirements under Section 2, paragraph 1 of this chapter, Space Acquisitions, Alterations, and Assignment.

## RECORDS RETENTION/DISPOSITION REQUIREMENTS

See HUD Handbook 2225.06, Records Disposition Schedules, Schedule 3 and HUD Handbook 2228.02, General Records Schedules, Schedule 11 or its successor handbook.

## KEY CROSS REFERENCES

HUD Safety and Health Guidelines  
HUD Personal Property Management Chapter

## ACRONYMS

<b>ABA</b>	Architectural Barriers Act
<b>ADA</b>	Americans with Disabilities Act
<b>BOMA</b>	Building Owners and Managers Association
<b>CAD</b>	Computer-Aided Design
<b>CAFM</b>	Computer-Aided Facilities Management
<b>CBA</b>	Central Business Area
<b>FMR</b>	Federal Management Regulations
<b>FPMR</b>	Federal Property Management Regulations
<b>GSA</b>	General Services Administration
<b>HVAC</b>	Heating, Ventilation and Air Conditioning
<b>NRC</b>	Noise Reduction Coefficient
<b>OA</b>	Office of Administration
<b>OFMS</b>	Office of Facilities Management Services
<b>OFSS</b>	Office of Field Support Services
<b>OA</b>	Occupancy Agreement
<b>OCAO</b>	Office of the Chief Administrative Officer
<b>ODEEO</b>	Office of Departmental Equal Employment Opportunity
<b>OIG</b>	Office of Inspector General
<b>OMB</b>	Office of Management and Budget
<b>OSHA</b>	Occupational Safety & Health Administration
<b>PMD</b>	Project Management Division
<b>RWA</b>	Reimbursable Work Authorization
<b>SFO</b>	Solicitation for Offers
<b>SMSA</b>	Standard Metropolitan Statistical Area

## **FORMS REFERENCED AND/OR REQUIRED**

Standard Form 81	- Request for Space
Standard Form 81A	- Space Requirements Worksheet
GSA Form 144	- New Space Requirements for Future Federal Building Construction
GSA Form 2957	- Reimbursable Work Authorization

## **FUNCTIONAL ORGANIZATIONS**

### **Office of the Administration—Chief Administrative Officer (OA)**

Office of Facilities Management Services (OFMS) develops and disseminates Departmental policy relative to the development, acquisition, and utilization of space for the Department. OFMS maintains current space requirements for each office within the Headquarters Building; provides and maintains the space budget, which includes funding of all leased space in the agency, and all recurring above standard building services and space alterations related to the Department's space holdings in the DC Metropolitan area. Also under the OA, the Office of Field Support Services (OFSS), develops, manages, and monitors the space management program for the acquisition, utilization, renovation and release of assigned space holdings within HUD's Field Offices.

### **Office of Facilities Management Services (OFMS)**

Develops appropriate documentation and requests for space additions, reductions, or other changes when necessary. Determines and develops organizational layout plans for HUD Headquarters. Additionally, OFMS:

- Ensures efficient and economical space utilization standards are developed and implemented for the agency, including compliance with reasonable accommodation and physical accessibility requirements;
- Maintains floor plans of all Headquarters' space holdings for the agency;
- Develops and monitors procedures for the maintenance and upkeep of all Headquarters' space holdings, including inspection, reporting and preparation and review of work requests;
- Evaluates the effectiveness of space programs through site visits, reports and surveys; and
- Maintains liaison with GSA, other Federal agencies, and private industry.

### **Office of Field Support Services (OFSS)**

Ensures the implementation of these space policies within the limitations of each Field Office and the availability of funding and resources. Additionally, OFSS:

- Confirms Field Office positions meet the definition of the private office allocation guidance. OFSS will utilize the current organizational listing and receive a recommendation from HUD's Office of the Human Capital Officer supporting the

determination of the functional title of the position from a personnel classification standpoint;

- Develops and maintains current space requirements for each location within the Field;
- Develops requirements for the acquisition or release of space within the Field, when necessary;
- Ensures efficient and economical space utilization in the Field;
- Reviews and accepts and/or declines Field space offerings;
- Determines and develops Field organization layout plans;
- Maintains up-to-date floor plans of all Field space holdings;
- Evaluates the effectiveness of field space programs through site visits, reports, and surveys; and
- Maintains liaison with GSA Regional Offices, other Regional Federal agencies and private industry organizations in the field.

**Program Organization Heads:** Program Organization Heads provide input on space projects within their respective organizations and assist the OA in implementing space management policy in Headquarters.

**Regional Administrators:** Regional Administrators approve space projects within their respective jurisdictions and assist the OA in implementing space management policy in the Field.

**Field Office Directors:** Field Office Directors approve space projects within their respective offices and assist the OA in implementing Departmental space management policy as specified herein.

### **Definitions**

**Attorney:** For the purposes of this standard, "Attorneys" refers to those in the HUD Office of the General Counsel only.

**Circulation:** Area needed to move around the office and special space within the office and building. Tenant circulation within the office is part of the useable square footage (USF). Circulation space needed for movement around a building or outside the tenant space may be part of the rentable square feet (RSF).

**Collaboration Space:** Small and medium size, open and closed meeting areas or special space designed to further team collaboration efforts while controlling noise levels.

**Desk Sharing:** Workstations or offices that are not permanently assigned to a single employee. This results in workstations and offices being used on a 'first-come, first-served' basis or reserved through a shared reservation system.

**Hoteling or Hot-desking:** Workstations that are typically small bench areas or small workstations reserved for mobile workers. These can be assigned on a 'first-come, first-served'

basis or by a reservation system. Offices can also be designed to have all workstation 'hoteling,' and not have permanently assigned workstations.

**Mobile Work:** Work performed throughout the day while away from the desk, in transit, at another site or from an employee's home.

**Net Square Feet (NSF):** A subset of USF that does not include special space or office circulation within an office.

**Organizational Head:** Senior person in charge of the operational and functional component within the Department.

**Privacy Personnel:** Personnel involved in highly confidential tasks or classified materials, as per their position requirement.

**Renovation:** Changing or altering of an existing space; includes any reconfiguration or modification in the space layout through new construction or new furnishings. Major renovations include significant or complete reconfiguration of office space.

**Rentable Square Feet:** Combines USF and building common areas such as lobbies, shared building corridors, shared building restrooms, building horizontal circulation--the difference between USF and RSF can vary widely depending on a building's configuration. In leased facilities, the RSF is usually 10 to 15 percent more than USF.

**Space (Office Space):** All "space" referenced herein refers to office space and those spaces related to office space use.

**Special Space:** Support spaces needed to compliment workstations, including collaboration space, storage, LAN room, break areas, large conference rooms, training room, etc. within an office.

**Senior Supervisory:** In HUD Headquarters, these positions are at the Office Director level and above. In Regional and Field Offices, these positions are Directors with at least one supervisor with a subordinate supervisor. Specific office designations are defined later in the document.

**Telework:** Work performed at home or at an alternate worksite, in conjunction with a Telework Agreement detailing all aspects of time, place and days allowed. Telework is a subset of Mobile Work.

**Usable Square Feet (USF):** The square footage used exclusively by the tenant, including the main workstation and collaboration areas, special space, and circulation within the tenant space. It does not include building common areas.

**Utilization Rate (UR):** The amount of USF, defined above, divided by total number of employees (includes FTEs and contractors).

**Workspace:** Individual work areas (including desk sharing, hot-desking, or hoteling), typically private offices or workstations as further defined below.

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Lessor: LM GOVT: HB

## Content and Procedures

Workspace Standard for Office Space: Provides the criteria for office space standards and the establishment of Work Patterns (see below) for an office workspace design process to develop the most efficient and effective space including: shared workstations that minimizes the number of dedicated and assigned employee workstations; effective collaborative work space; and mobile work and telework considerations. The Workspace Standard outlined below is to be used to deliver space accommodations and applies to full office relocations and renovations and new space requirements. Space design that does not incorporate *the new* Workspace Standards herein must have the OCAO approval prior to initiating the acquisition process.

Closed offices - Organizational Heads	180 - 225 NSF
Closed offices - Senior Supervisory	100 - 150 NSF
Closed offices - Attorneys	100 - 120 NSF
Closed offices - Privacy Personnel	80 - 100 NSF
Open Office Workstations and Benching - Senior Executive Service/GS 1-15	24 - 56 NSF

## Space Assignment – Headquarters (Weaver Building and Satellite Offices)

1. Private office space allocation representing the maximum amount of square footage to be provided the Headquarters positions that are entitled to private offices are indicated below. Only the positions described below are entitled to private offices. The size of private offices will depend on existing conditions and the availability of funding to make any needed size adjustments. The offices located in the center of the south-end of the Weaver Building are designated historic and cannot be altered. The sizes detailed below are for occupants of spaces that are not in the historic area.

Position	Maximum Square Feet
Assistant Secretary, Federal Housing Commissioner, General Counsel, Chief Financial Officer, Principal Deputy Assistant Secretary, Chief Procurement Officer, Inspector General, Chief Information Officer, President Government National Mortgage Association	300
General Deputy Assistant Secretary, Deputy Assistant Secretary, Associate Deputy Assistant Secretary	200
Office Director/Level 1 Director (this position has two or more subordinate supervisory levels of authority above the branch chief level)	200
Deputy Director/Level 1 Deputy Director	150
Supervisory Attorney Advisor	150
Administrative Officer	120
Trial Attorney/Attorney Advisor	120
Employee Relations Specialist, Labor Relations Specialist	120
Attorney Advisor (OGC)	120
Administrative Law Judge	120
ODEEO Equal Employment Specialist	120
Privacy Personnel	100

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Lessor: GOVT:



2. Non-conventional, "systems furniture" private offices may have less square footage for those positions listed above, depending on the layout and building configuration.
3. Positions not listed above are not entitled to private offices unless the private office is provided as a reasonable accommodation.
4. If funding is not available to reconfigure space to meet the above requirements, it is permissible to have employees other than those listed above to occupy offices, but 150 square foot offices must be occupied by two employees.

Space Assignment – (Regional and Field Offices)

1. Private office space allocation representing the maximum amount of square footage to be provided the Regional and Field Office positions that are entitled to private offices are indicated below. Only the positions described below are entitled to private offices:

Position	Maximum Square Feet
Regional Administrator (Field Policy & Management)	225
Deputy Regional Administrator (Field Policy & Mgmt.)	175
Field Office Director (Field Policy & Management)	175
Senior Supervisory Level 1 – (This Level has two or more subordinate supervisory levels of authority)	150
Supervisory Attorney Advisor	150
Senior Supervisory Level 2 – (This Level has one subordinate supervisory level of authority)	120
Special/Executive to an SES position	120
Administrative Officer (HQ & Field)	120
Attorney Advisor (OGC)	120
ODEEO Equal Employment Specialist	120
Human Resources Specialist (Employee/Labor Relations)	120
Privacy Personnel	100
Regional Public Affairs Officer	120

2. Non-conventional, "systems furniture" private offices may have less square footage for those positions listed above, depending on the layout and building configuration.
3. Positions not listed above are not entitled to private offices unless the private office is provided as a reasonable accommodation.
4. Private offices that are unoccupied due to temporary position vacancies may be used as conference rooms, interview rooms, or training rooms until such time as the vacancies are filled. They are not to be used as temporary private offices for anyone who is not entitled to a private office as described above.

5. The above space allocations are approximate amounts and actual allocations will be determined by local circumstances. Limitations of existing space, alteration costs, and the availability of other resources within the office may preclude the availability of these approximate space allocations.

### **Work Pattern Descriptions**

The General Service Administration (GSA) has six Typical Work Patterns and these follow:

**Desk Bound Interactive (48-56 NSF):** Spends more than 75 percent of the workday at their desk; while at their desk, communicating with others more than 50 percent of the time.

**Desk Bound Concentrative (48-56 NSF):** Spends more than 75 percent of the workday at their desk; while at their desk, working individually more than 60 percent of the time.

**Internally Mobile Interactive (36-48 NSF):** Spends less than 75 percent of the workday at their desk and more than 25 percent out of the office; while at their desk, communicating with others more than 50 percent of the time.

**Internally Mobile Concentrative (36-48 NSF):** Spends less than 75 percent of the day at their desk and more than 25 percent out of the office; while at their desk, working individually more than 50 percent of the time.

**Externally Mobile Interactive (24-36 NSF):** Spends more than 25 percent out of the office; while at their desk, communicates with others more than 50 percent of the time.

**Externally Mobile Concentrative (24-36 NSF):** Spends more than 25 percent out of the office; while at their desk, working individually more than 50 percent of the time.

Please reference the GSA Workplace Solutions Library for a comprehensive review of work patterns for workspace planning.

**Location of HUD Offices:** It is the Department's policy to locate its offices, wherever possible, in the Central Business Area (CBA) in accordance with Executive Order 12072 and the Federal Management Regulation (FMR). HUD offices will be housed in Federal Buildings or Federally controlled space, where selected by GSA, when available. Field Offices may be situated on any floor of an office building at or above ground level preferably near passenger elevators. All locations shall meet ADA/ABAAS requirements.

**Exceptions to HUD Space Management Policy:** All exceptions to Space Management policies as specified herein shall be addressed by the OCAO in concert with OFMS. Requests for exceptions to the Space Management policies shall be provided in writing to the OCAO by the Headquarters' Senior Official of the requesting organization.

## **SPACE REQUIREMENTS AND ALLOCATION ALLOWANCES**

### **A. General**

The Department shall use 175 usable square feet per employee or the maximum allowed by GSA or OMB to establish an average UR and to determine the total amount of space required to support the office.

### **B. Office Environment**

Office environmental standards, such as HVAC, floor covering, window and acoustical treatment, and lighting, etc., shall be in accordance with applicable FMR, OSHA, US Green Building Council LEED Silver or higher interior, and BOMA standards. Consideration shall be given to all safety, security, and accessibility code requirements.

### **C. Space Allowances**

Whenever possible, an open-office concept will be used. Space will be assigned based on functional needs, special requirements, and reasonable accommodations. Private offices are to be kept to a minimum as indicated below in the section entitled "Space Assignment." A private office is defined as a workspace, which is enclosed by ceiling high structures, such as demountable panels or partitions, drywall, etc. To afford the maximum effect of natural light to the space, private offices and other walled rooms shall be kept to the interior of the space as much as possible.

In determining space allocations for work and common areas, consideration will be given to the Department's organizational mission and the functions necessary to perform that mission efficiently. Sufficient space and furnishings will be provided, such as file cabinets, work surface, bookcases, etc., to adequately maintain an efficient work environment and for employees to perform the organizational mission.

- (a) If an open office configuration for work units within Headquarters or an entire office in a regional or field location is used, it must be based on the balance of needs for a collaborative workplace and the needs for private and/or confidential communications.
- (b) The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA. The amount of workspace for employees shall be approximately 30-35 percent of the utilization rate. If a bargaining unit employee requires privacy as an essential part of their position or as a reasonable accommodation, private office space will be provided.
- (c) Employees who do not have private offices shall be afforded temporary access within a reasonable timeframe, to private space as needed for communications of a private or confidential nature, and when open space office configurations do not afford a quiet working environment. Also, closed offices, meeting rooms, or interview rooms will be provided to assure employee

privacy and confidentiality e.g., in equal employment opportunity, employee assistance, and reasonable accommodations activities.

The Secretary is the only employee entitled to a private washroom and kitchen/dining area. The existing rest rooms in executive suites in the Weaver Building are grandfathered in.

The maximum cost for a single systems furniture workstation or private office shall not exceed \$5,000 or an amount approved by the OCAO. Each year thereafter, during the month of January, the maximum cost will be re-evaluated by the OFMS and OFFS to determine the cost for a single workspace.

When providing space for the OIG in the field, the space shall be separated from the Field Office with slab-to-slab partitions achieved either with drywall or mesh wire. When individuals are out-stationed from Headquarters or other Field Offices, these individuals will be housed in open space comparable to the rest of the staff in that location and, whenever possible, be co-located with their respective organizations. OFSS shall coordinate the requirements for Headquarters personnel housed in the Field with respective Headquarters' counterparts.

The standard size for support areas/rooms within HUD space will be determined on a case-by-case basis, depending on the number of employees assigned, the layout of the building where the office is to be located, and the availability of existing support space, such as eating facilities, health units, conference rooms, etc., for HUD staff. Planning for these support areas/rooms in the field shall be done with the understanding that they will be available to all HUD employees and program areas in the Field and not dedicated to a particular program area. Health rooms and break rooms, when practicable, will be provided in offices where no such rooms are immediately available to staff.

**NOTE:** Sound attenuation should be provided as follows: STC 45 for conference rooms and private offices where feasible. The dimensions and formulas listed below should be used as benchmarks for these types of space depending on the mission requirements and size of the Field Office or Headquarters space. The dimensions listed are the maximum permissible and are contingent upon the availability of space while remaining below the standard of 175 square feet per person:

**General Conference Rooms:**

Large Offices - (200 to 400 employees) - 400 square feet - one per 100 employees  
Medium Offices (60 to 180 employees) - 300 square feet - one per 60 employees  
Small Offices - (1 to 50 employees) - 200 square feet - one per 25 employees

**Break Rooms:** 100-300 square feet; one per Regional or Field Office.

**Interview Rooms:** 80 to 120 square feet; quantity is based on the specific requirements of the office.

**Coffee Bars:** 100 square feet; one per each floor where break room is not available.

**Mail Rooms:** 150-200 square feet; size determined by mail volume; one per Field Office with isolated mail opening area; 250 square feet for a Field Office with HOC. Headquarters mail rooms will remain unchanged from their existing sizes and locations.

**Health Room:** 100-120 square feet; one per Field Office (only if there is no Public Health Facility located in the building). The Headquarters Health Unit will remain unchanged.

**Computer or LAN/Server Room:** Size determined by number of servers; one per Field Office.

Regional Offices - Maximum 350 square feet  
Field Offices - Maximum 150 square feet

**Telephone Room:** 100-200 square feet; size determined by the amount of equipment required - one per Field Office. **NOTE:** Depending on the building configuration and number of floors occupied, one Computer Room and one Telephone Room may be required per floor.

**Union Office:** 120 square feet if it is a private office and allocated only in accordance with national and local union agreements and local precedents.

**Legal Library:** Book cases will be used in conference rooms to accommodate the library requirements in the Field. The Headquarters' library will remain unchanged unless circumstances dictate a need for alteration.

**Supply Room:** 100-400 square feet; size determined by supply volume - one per Field Office or Headquarters Office.

**Bulk Storage:** 100-500 square feet; size determined by storage needs - one per Field Office or Headquarters Office.

**Computer Training Room:** 150-600 square feet; size determined by office population.

**General/Broadcast Training Room:** Size determined by Field Office population and specific requirements; one per Field Office.

- 300 employees or more – 1,600 – 2,000 square feet maximum
- 125 - 200 employees – 1,200-1,600 square feet maximum
- 25 - 100 employees - 400 - 800 square feet maximum
- 25 employees and less - 200 - 400 square feet maximum

**General Broadcast Training Storage** 75-150 square feet - one per Field Office.

Headquarters training spaces will be provided to meet program needs.

**Field Office Reception Area:** 150 to 200 square feet; size determined by office population - one per Field Office.

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## **SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II**

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THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

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### **DEFINITIONS:**

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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## **FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**

### **FACILITY ENTRANCES AND LOBBY**

#### **EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)**

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

### **COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.**

#### **PUBLIC RESTROOM ACCESS (SHELL)**

The Government reserves the right to control access to public restrooms located within the Space.

**SECURING CRITICAL AREAS (SHELL)**

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

**VISITOR ACCESS CONTROL (SHELL)**

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

**INTERIOR (GOVERNMENT SPACE)**

**DESIGNATED ENTRANCES (SHELL)**

The Government shall have a designated main entrance.

**IDENTITY VERIFICATION (SHELL)**

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

**FORMAL KEY CONTROL PROGRAM (SHELL)**

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

**SITES AND EXTERIOR OF THE BUILDING**

**SIGNAGE**

**POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

**POSTING OF REGULATORY SIGNAGE (SHELL)**

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site specific signage.

**LANDSCAPING**

**LANDSCAPING REQUIREMENTS (SHELL)**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

**CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)**

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

**HAZMAT STORAGE**

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

**PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES**

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

**SECURITY SYSTEMS**

**CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)**

**LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees



to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

#### **GOVERNMENT PROVIDED PRODUCT, INSTALLATION, AND MAINTENANCE**

The Government shall provide and install an entry control system, with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access. This Closed Circuit Television (CCTV) system shall provide the Government with unobstructed coverage, as determined by the Government, of designated pedestrian entrances and exits. The Lessor shall permit twenty-four hour CCTV coverage and recording, provided and operated by the Government. The Government will centrally monitor the CCTV surveillance. Government specifications are available from the Contracting Officer. The Lessor shall post necessary regulatory, statutory, and/or site specific signage, as determined by the Government.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building as necessary.

#### **INTRUSION DETECTION SYSTEM (IDS)**

#### **LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

Lessor: Sam GOVT: [Signature]

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenter. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenter Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below..

**Security System Maintenance Criteria:** The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

#### **GOVERNMENT PROVIDED SCOPE AND PRODUCT, INSTALLATION, AND MAINTENANCE**

The Lessor shall permit installation of a perimeter Intrusion Detection System (IDS) to be operated by the Government. The Government shall provide and install an IDS on perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS—include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Lessor: gmu GOVT: [Signature]

Basic Security-in-Depth IDS shall be connected and monitored at a central station. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and Lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident.

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space. The Lessor shall facilitate the installation by allowing access to electrical panels and other areas of the building, as necessary.

#### **DURESS ALARM**

##### **LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

##### **GOVERNMENT PROVIDED SCOPE, PRODUCT, INSTALLATION, AND MAINTENANCE**

The Lessor shall permit installation of a duress alarm system to be provided and operated by the Government. The Government, in coordination with a security provider, either internal or external, as determined by the Contracting Officer, shall document and implement duress procedures for emergency situations.

Lessor: gmc GOVT: [Signature]

The Lessor, at the notice to proceed stage of the procurement, shall advise the Government of the appropriate time to install the equipment during the construction of the Space and shall facilitate the installation, including access to electrical panels and other areas of the building, as necessary.

## STRUCTURE

### WINDOWS

#### SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition 3b (in accordance with the GSA Standard Test Method for Glazing and Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, they shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the system as offered meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

## OPERATIONS AND ADMINISTRATION

#### LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC) (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

**ACCESS TO BUILDING INFORMATION (SHELL)**

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

Lessor: Sum GOVT: HA

Exhibit M

1DC2090 – Existing HVAC for LAN Rooms

Tonnage	Appx BTUs	Usage
2.0	24,000	24/7
2.0	24,000	24/7
2.0	24,000	24/7
5.0	60,000	24/7
2.5	30,000	24/7

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GSA Public Buildings Service

LESSOR'S ANNUAL COST STATEMENT

(b) (4)

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Lessor:  GOVT: 

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Lessor: SM GOVT: HO



**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—
			SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION



INITIALS:

  
LESSOR

  
& GOVERNMENT

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:  &   
LESSOR GOVERNMENT

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS: SM & HO  
LESSOR & GOVERNMENT

**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

#### 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 20126)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

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it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

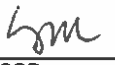

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

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(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

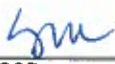

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

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semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) **Overpayments.** If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

## **20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## **21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

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plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.



(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

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**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30**

**PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

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(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

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(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### 31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### 33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

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**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

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41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
47. **552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**  
(Applicable if over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Request for Lease Proposals Number <b>1DC2090</b>	Dated <b>10/10/16</b>
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014)**

(a) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern—

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- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

- (b)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is— 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
  - (2) The small business size standard is \$38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

- (1) The offeror represents as part of its offer that it [ ] is, [X] is not a small business concern.
- (2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]* The offeror represents as part of its offer that—
  - (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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- (5) Economically disadvantaged women-owned small business (EDWOSB) concern.  
*[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.]*  
 The offeror represents as part of its offer that—
- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture.  
*[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture \_\_\_\_\_]*  
 Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (8) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
  - (ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture \_\_\_\_\_]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

## (d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;

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- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (OCT 2014)**

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

**3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☒ has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

**4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**



(Applicable when the estimated value of the acquisition exceeds \$10,000)

The Offeror represents that—

- (a) It ☒ has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

**5. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division C of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-46) none of the funds made available by the Continuing Appropriations Act, 2014 may be used to enter into a contract action with any corporation that—
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax

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liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

#### 6. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above James Gillen, Director of Asset Management, INVESCO [Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

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- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**7. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(Applicable when the estimated value of the acquisition exceeds \$100,000)

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**8. 52.209-5 - CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(Applicable when the estimated value of the acquisition exceeds the simplified lease acquisition threshold)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have ☐, have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) *Examples.*
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
  - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
  - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection

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action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**9. 52.222-38 - COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

**10. 52.225-20 - PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)**

- (a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

**11. 52.225-25 - PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

- (a) *Definitions.* As used in this provision—

"Person"—

- (1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).
- (b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).
- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

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(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

## 12. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☒ TIN: (b) (4)

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

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☐ Offeror is an agency or instrumentality of the Federal government;

4; (e) *Type of organization.*

☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);  
☐ Partnership; ☐ Foreign government;  
☒ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-  
☐ Corporate entity (tax-exempt); ☐ Other:

(f) *Common Parent.*

☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### 13. 52.204-6 – DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL2013)

(a) Definition. "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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**14. DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # 784964244

**15. SYSTEM FOR AWARD MANAGEMENT (APR 2015)**

The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the SAM prior to Lease award, unless a later registration date is permitted by the RLP and Lease. The Offeror shall register via the Internet at <https://www.sam.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- ☒ Registration Active and Copy Attached
- ☐ Will Activate Registration and Submit Copy to the Government Prior to Award
- ☐ Will Activate Registration and Submit Copy to the Government within 30 days after Lease Award (only applies to Disaster Leases using GSA Form 3517D)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)  Potomac Center CF LLC c/o Invesco Real Estate 1166 Avenue of the Americas, 27 <sup>th</sup> Floor New York, NY  (b) (6)  Signature	TELEPHONE NUMBER  972-715-7479  <del>10/16/16</del> 11/15/2017 Date
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[MY SAM](#) [SEARCH RECORDS](#) [DATA ACCESS](#) [GENERAL INFO](#) [HELP](#)

## Entity Dashboard

- Entity Overview
- Entity Registration
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[RETURN TO SEARCH](#)

POTOMAC CENTER CF LLC

DUNS: 784964244 CAGE Code: 4JMM1

Status: Active

550 12 ST SW

Expiration Date: 08/29/2017

Purpose of Registration: All Awards

## Entity Overview

## Entity Registration Summary

Name: POTOMAC CENTER CF LLC

Business Type: Business or Organization

Last Updated By: Paula Carbone

Registration Status: Active

Activation Date: 08/29/2016

Expiration Date: 08/29/2017

## Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1 P.50.20160823-0937  
WWW8

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

**Subcontracting Plan Template**  
**Potomac Center CF LLC**  
**SMALL BUSINESS SUBCONTRACTING PLAN**

**I. IDENTIFICATION DATA:**

**Address:** Potomac Center South, 550 12<sup>th</sup> Street, SW, Washington, DC 20024

**Date Prepared:** 3-10-17

**Description of Types of Supplies/Services:** Lease of office space

**Solicitation Number:** RLP 1DC2090 (for Individual Plans only)

**Contract Number:** GS-11P-LDC00280 (Mark N/A or delete for commercial plans) *If submitting an individual subcontracting plan, insert duration or dates below for each period of the contract if known (or insert N/A if that period has passed, or the contract does not include a specific or additional option period).*

**Individual Plan Period(s):**

Base: 15 years

Option 1: 5 years

**Estimated Contract Value:** (Provide separate estimate for basic contract and each option)

Base Period: \$53,893,333.33

Option Period 1: \$21,500,000.00

Include sum Total value (expected sales for MAS) of all periods for entire contract term:  
\$75,393,333.33

**Place of Performance:** 550 12<sup>th</sup> Street, SW, Washington, DC 20024 ("Multiple" or leave blank for commercial plans)

**DUNS Number:** 784964244

*If submitting a Commercial subcontracting plan, insert company Fiscal Year (FY) begin and end dates and projected annual sales below:*

**Commercial Plan Period:** (Contractor's 12-month dates including year covered)

**Projected annual sales (Company-wide):** \$ \_\_\_\_\_

**II. TYPE OF PLAN:** FAR 19.701 (For description of these plans, see Cover Page and FAR clause 52.219-9). Choose one:

☐ Commercial

☒ Individual

☐ Master

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**III. GOALS:**

*FAR clause 52.219-9(d) states that the subcontracting plan shall include the following:*

*(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business WOSB concerns as subcontractors.*

*For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.*

*(2) A statement of total dollars planned to be subcontracted for an individual subcontracting plan; or for a commercial plan, the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan; and, total dollars planned to be subcontracted to SB concerns, VOSB, SDVOSB, HUBzone, SDB, and WOSB concerns.*

**Remember:**

- *Commercial plans will always reflect annual company-wide goals*
- *Individual plans will reflect contract-specific goals, including all options. The individual plan shall contain separate statements and goals for the basic contract (period) and for each option (period) remaining.*
- *Do not include goals for Master plans submitted for approval.*
- *Dollars and percentages to OTSB and total small businesses (including all socioeconomic subsets) must equal the total subcontracted to both categories in dollars and percentages.*
- *Goals will only reflect percent of total contract value (optional) for individual subcontracting plans IF required by the Contracting Officer.*

*Each contractor is expected to offer the maximum practicable opportunities to each type of small business concern, consistent with their best faith efforts and supported by their reports and records of actual achievements.*

*Note that "zero" is not considered a "positive" goal to strive for, which the far requires, and additional steps plus justification will be needed if a contracting officer plans to accept any category that lacks a goal.*

**COMPLETE THE GOAL FORMAT BELOW ONLY IF SUBMITTING AN INDIVIDUAL SUBCONTRACTING PLAN.** The tables are provided to assist in computing the total subcontract dollars and percentages, including all options. (If submitting a

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*commercial plan, please remove the following sample pages, for base and option goals, before submitting your plan.)*

*First, complete the table for the base period of the contract and each option period, if any, "A contract may have no more than one subcontracting plan."*

*Note: If a subcontracting plan is being added to an existing contract due to a contract modification exceeding the plan threshold in 19.702(a), use clause 52.219-9 with the new Alternate IV to replace paragraphs (c) and (d). If re-representation of business size (no longer small) occurs, and a subcontracting plan is being added to the existing contract, please delete the appropriate section (Base Goals and any earlier option periods) which have already ended and submit separate sections and goals only for the remaining periods of the contract.*

*However, when an option period is being exercised under a contract with an existing subcontracting plan, a new subcontracting plan is not required. The goals of the pending option are added to those in the existing approved subcontracting plan. When the goals are amended, these goal changes do not apply retroactively, but from date of incorporation of the plan into the contract.*

*Then, complete the Total Goals (Sum of all periods) table which follows the individual period sections.*

**Potomac Center CF LLC provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category \*\*plus a percentage of total contract value (only IF required by the Contracting Officer for this contract):**



Table 1. Base Period Goals<sup>11</sup>

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>12</sup>
Total Dollars to be Subcontracted <sup>13</sup>	(b) (4)	100%	
Other than Small Business (OTSB/Large)		71%	
All Small Businesses (including ANC and Indian tribes)		29%	
Veteran-Owned Small Business (VOSB)		3%	
Service-Disabled Veteran-Owned Small Business (SDVOSB)		5%	
HUBZone Small Business		5%	
Small Disadvantaged Business (Include ANCs and Indian tribes)(SDB)		3%	
Women-Owned Small Business (WOSB)		3%	

*\*Note, this estimate is based on the utilization on the entire tenant improvement allowance and building specific amortized capital. To the extent that the Government does not utilize this money and de-amortizes it out of the rate or converts it to free rent, this amount shall be modified to reflect the actual money spent.*

<sup>11</sup> Note: the base period for MAS contracts is five years.

<sup>12</sup> Complete this column only if required by the Contracting Officer.

<sup>13</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

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Table 2. Option Period I<sup>14</sup>

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>15</sup>
Total Dollars to be Subcontracted <sup>16</sup>	(b) (4)	100%	
Other than Small Business (OTSB/Large)		71%	
All Small Businesses (Including ANC and Indian tribes)		29%	
Veteran-Owned Small Business (VOSB)		3%	
Service-Disabled Veteran-Owned Small Business (SDVOSB)		5%	
HUBZone Small Business		5%	
Small Disadvantaged Business (include ANCs and Indian tribes)(SDB)		3%	
Women-Owned Small Business (WOSB)		3%	

<sup>14</sup> Note: Option Period I is five years for MAS contracts.<sup>15</sup> Complete this column only if required by the Contracting Officer.<sup>16</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

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Table 3. Option Period II<sup>17</sup> N/A

Planned Subcontracting by Business Size	Whoj Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>18</sup>
Total Dollars to be Subcontracted <sup>19</sup>	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (include ANCs and Indian tribes) (SDB)	\$		
Women-Owned Small Business (WOSB)	\$		

<sup>17</sup> Note: Option Period II for MAS contracts is five years.<sup>18</sup> Complete this column only if required by the Contracting Officer.<sup>19</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

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Table 4. Option Period III<sup>20</sup> **N/A**

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>21</sup>
Total Dollars to be Subcontracted <sup>22</sup>	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (include ANCs and Indian tribes)(SDB)	\$		
Women-Owned Small Business (WOSB)	\$		

<sup>20</sup> Note: Option Period III is five years for MAS contracts.<sup>21</sup> Complete this column only if required by the Contracting Officer.<sup>22</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

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Table 5. Option Period IV<sup>23</sup> N/A

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>24</sup>
Total Dollars to be Subcontracted <sup>25</sup>	\$	100%	
Other than Small Business (OTSB/Large)	\$		
All Small Businesses (Including ANC and Indian tribes)	\$		
Veteran-Owned Small Business (VOSB)	\$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)			
HUBZone Small Business	\$		
Small Disadvantaged Business (include ANCs and Indian tribes)(SDB)	\$		
Women-Owned Small Business (WOSB)	\$		

*The Total Goals (sum of all periods above) table below provides a comprehensive look at subcontracting opportunities for the entire contract. Add up the total dollars estimated for each period of the contract and socioeconomic category and place the amounts in the spaces below. Then, compute the total percentages for the entire contract period of performance.*

<sup>23</sup> Not Applicable for MAS contracts.

<sup>24</sup> Complete this column only if required by the Contracting Officer.

<sup>25</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

Table 6. Total Goals

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars <sup>26</sup>
Total Dollars to be Subcontracted <sup>27</sup>	(b) (4)	100%	
Other than Small Business (OTSB/Large)		71%	
All Small Businesses (including ANC and Indian tribes)		29%	
Veteran-Owned Small Business (VOSB)		3%	
Service-Disabled Veteran-Owned Small Business (SDVOSB)		5%	
HUBZone Small Business		5%	
Small Disadvantaged Business (include ANCs and Indian tribes)(SDB)		3%	
Women-Owned Small Business (WOSB)		3%	

<sup>26</sup> Complete this column only if required by the Contracting Officer.

<sup>27</sup> Total dollars subcontracted is the sum of "other than small business" and small business.

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**IF SUBMITTING A COMMERCIAL SUBCONTRACTING PLAN, COMPLETE THE FORMAT BELOW (Remove this page if submitting an Individual plan using the above format).**

**1. Estimated TOTAL dollars planned to be subcontracted to all types of concerns (generally for both commercial and government business, in support of commercial items sold during company fiscal year):**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = 100% subcontracted**

**2. Total dollars planned to be subcontracted to those classified as Other than small business concerns:**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

**3. Total dollars planned to be subcontracted to all Small business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

**4. Total dollars planned to be subcontracted to veteran-owned small business concerns (including service-disabled veteran-owned small businesses):**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

**5. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns (subset of VOSB above and cannot be higher than #4 above):**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

**6. Total dollars planned to be subcontracted to HUBZone small business concerns:**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

• **Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes):**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

• **Total dollars planned to be subcontracted to women-owned small business concerns:**

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = \_\_\_\_ % of Total**

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**IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:**

*FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.*

*Check all possible business categories that apply below, ensuring that at least one item is indicated for each column. If assistance is needed to locate small business sources:*

- Contact your local Small Business Administration Commercial Market Representative via [www.sba.gov/localresources](http://www.sba.gov/localresources)
- Access the Dynamic Small Business Search database at [Link to Dynamic Small Business Search](#)
- Post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>

The principal types of supplies and/or services that Potomac Center CF LLC anticipates to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows:

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Landscaping							X
Repair	X	X		X	X		
Maintenance	X	X	X			X	X
Security		X		X			
Carpet		X	X				
Paint		X			X		
Drywall		X				X	

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

**V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:**

*FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.) Provide a justification for any low goal(s) and other explanations for your challenges here.*

Potomac Center CF LLC used the following method(s) to develop the subcontracting goals:

Potomac Center CF LLC is the standalone ownership entity that is asset managed by Invesco. Invesco is an independent investment management firm that manages more than \$770 billion in assets. Invesco is professionally managed at the property level by JLL. The corporate levels of both Invesco and JLL have developed best in class business practices and guidelines to promote small business activity in lease

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administration. These directives provide the main basis for the individual plan implementation for 550 12<sup>th</sup> Street, SW. Finally, the personal experience of the current property manager and listed program administrator were sought and incorporated in the development of these goals.

**VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:** FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists.

**Note:** Use of SAM as a source list does not relieve a firm of its responsibilities to identify potential small business sources by other means (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause. FAR 19.703 adds that the prime contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract and a prime contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding their size or socioeconomic status.

Potomac Center CF LLC identifies potential subcontractors using the following source lists and organizations (please list your sources used):

System for Award Management (SAM) Database.

• Internet Resources:

- o [www.nafeo.org](http://www.nafeo.org)
- o [www.vetbiz.gov](http://www.vetbiz.gov)
- o [www.acq.osd.mil/sadbu](http://www.acq.osd.mil/sadbu)
- o [www.sellingtoarmy.com](http://www.sellingtoarmy.com)
- o [www.nmsdcus.org](http://www.nmsdcus.org)
- o [www.va.gov/OSDBU](http://www.va.gov/OSDBU)
- o [www.capitalreps.com](http://www.capitalreps.com)
- o [www.sba.gov/businessop](http://www.sba.gov/businessop)
- o [www.ntia.doc.gov](http://www.ntia.doc.gov)
- o [eweb1.sba.gov/hubzone](http://eweb1.sba.gov/hubzone)
- o [www.gmu.edu/gmu/PTAP](http://www.gmu.edu/gmu/PTAP)
- o [www.wbenc.org](http://www.wbenc.org)

• Dun and Bradstreet Reports

• GSA Office of Small Business Utilization

**VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:** FAR 19.704(a)(6) and clause 52.219-9(d)(6) require a statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred

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with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

**PER THE SBA, CONTRACTORS SUBMITTING COMMERCIAL PLANS SHOULD ALWAYS INCLUDE INDIRECT COSTS TO MAXIMIZE OPPORTUNITIES AND CAPTURE MAJOR COMPANY-WIDE EXPENSES.**

**NOTE:** indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the Contractor's organization and the conduct of activities it performs. Types of indirect costs include routine supplies and general and administrative (G&A) expenses. However, fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc.), are NOT considered subcontracting and shall be excluded).

Indirect costs \_\_\_\_\_ HAVE BEEN (or) X HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included in individual subcontracting plans, provide the method used to determine the proportionate share of indirect costs to be incurred with small business concerns for your contract below. **Note:** Since indirect costs not specific to the individual contract are prorated to performance under that contract, including such costs is sometimes not beneficial nor does it add any value to the goals. When a subcontracting plan includes indirect costs in the goals, these costs must be included in your reports submitted into eSRS.

**VIII. PROGRAM ADMINISTRATOR:** FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number and email address), in case of questions, and provide an alternate point of contact, if applicable.

Name: Anita Johnson, ATTN: PCP Building JLL P1-G104

Title/Position: Vice President, Sr. General Manager

Telephone number:

202-448-5272

Email Address:

Anita.johnson@am.ill.com

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Alternate POC with contact information:

Paula Carbone, JLL, paula.carbone@am.ill.com, 202-554-7419

**Duties:** In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52-219-8(d)(2).
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBzone SB, SDB, or WOSB concern.
7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

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10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program.
18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports.
  - Coordinate the company's activities during compliance reviews by Federal agencies.
  - Additional Duties:

**IF YOUR COMPANY OR PROGRAM ADMINISTRATOR WILL PERFORM  
ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE  
IDENTIFY THEM HERE:**

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**IX. EQUITABLE OPPORTUNITY:** FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the Offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

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Potomac Center CF LLC will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: *(please indicate which of the following apply or adapt the list to fit your company's efforts)*

- Outreach efforts to obtain sources:
  - ☐ Contacting minority and small business trade associations
  - ☐ Contacting business development organizations
  - ☒ Requesting sources from the SBA's Dynamic Small Business Search ([Link to Dynamic Small Business Search](#)) and/or the SAM.gov database
  - ☐ Attending small and minority business trade fairs and procurement conferences
- Internal efforts to guide and encourage purchasing personnel:
  - ☐ Presenting workshops, seminars and training programs
  - ☒ Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
  - ☒ Monitoring activities to evaluate compliance with the subcontracting plan
- Other Additional efforts: *(Please describe below.)*

**X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:** FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the Offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

Potomac Center CF LLC agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that

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receive subcontracts in excess of \$700,000 (\$1,500,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

#### **XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS**

Potomac Center CF LLC agrees to assign North American Industry Classification System (NAICS) codes to subcontracts.

Potomac Center CF LLC agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts.

**XII. REPORTING AND COOPERATION:** *FAR 19.704(a)(10) and clause 52.219-9(d)(10) require assurances that the offeror will do the following. Guidance is attached to the Model Subcontracting Plan Template on the ISR and SSR reporting requirements. Remove the ATTACHMENT before submitting the subcontracting plan and save the information as reference in order to comply.*

Potomac Center CF LLC agrees to:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan
- After November 30, 2017, report subcontracting data for each order when reporting subcontracting achievements under task/delivery order contracts
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (I) of FAR clause 52.219-9, using the Electronic Subcontracting Reporting System (eSRS) at Link to eSRS following the instructions in eSRS. Submit the SF294 (when Alternate IV is used).
- The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses) veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the SBA as small disadvantaged businesses), woman-owned small business concerns.
- Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS
- Provide prime contract number, the prime's DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the

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subcontractor's official responsible for acknowledging receipt of, or rejecting the ISRs, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

**For Commercial Subcontracting Plans, only one Summary Subcontracting Report (SSR) is required for the calendar period October 1 through September 30. Enter the SSR in eSRS within 30 days after the end of the Government's fiscal year.**

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**For Individual Subcontracting Plans, three reports are required each year (cumulative every 6 months) and one Final Report:**

<u>Calendar Period</u>	<u>Report Due</u>	<u>Due by</u>	<u>with email address for:</u>
10/01--03/31	ISR	04/30	Contracting Officer
04/01--09/30	ISR	10/30	Contracting Officer
10/01--09/30	SSR	10/30	Contracting Officer

**The final ISR is due within 30 days of contract completion.**

**Note:** for contracts awarded by GSA's Public Building Service (PBS), select PBS as the "agency to which the report is being submitted", code 4740, in eSRS.

**The contractor must correct and resubmit the report within 30 days of receiving notice of rejection by the contracting officer.**

**ASSISTANCE IN REPORT PREPARATION CAN BE FOUND IN THE ATTACHMENT, REPORTING INSTRUCTIONS FOR CONTRACTORS, or in guidance documents on the eSRS Home page, and from your local SBA Commercial Marketing Representative.**

**XIII. RECORDKEEPING:** FAR 19.704(a)(11) and clause 52.219-9(d)(11) require a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and to award subcontracts to them.

Potomac Center CF LLC will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), or WOSB concerns.
- Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:

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- (A) Whether small business concerns were solicited and, if not, why not
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not
- (D) Whether HUBZone small business concerns were solicited and, if not, why not
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not
- (F) Whether women-owned small business concerns were solicited and, if not, why not
  - If applicable, the reason award was not made to a small business concern.
- Records of any outreach efforts to contact:
  - (A) Trade associations
  - (B) Business development organizations
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources
  - (D) Veterans service organizations
- Records of internal guidance and encouragement provided to buyers through
  - (A) Workshops, seminars, training, etc.
  - (B) Monitoring performance to evaluate compliance with the program's requirements
- On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor. *(Does not apply to commercial plans.)*
- Other records to support your compliance with the subcontracting plan: *(Please describe below.)*

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**XIV. ADDITIONAL ASSURANCES (NEW):**

- Potomac Center CF LLC will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

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- Potomac Center CF LLC will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- Potomac Center CF LLC will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor.

**XV. DESCRIPTION OF GOOD FAITH EFFORT** *(Also, refer to 13 CFR 125.3(d), Determination of Good Faith Effort)*

*In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take (if any, in addition to the efforts already listed under the Equitable Opportunities Section IX, or explanations provided in Section IV.*

Potomac Center CF LLC will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

Potomac Center CF LLC, will make a good faith effort to assist small businesses, veteran owned businesses, service disabled owned businesses, HUB Zone owned businesses, small disadvantaged owned businesses and woman owned small business concerns by arranging solicitations time for the preparation for bids, quantities, specifications and delivery of schedule so as to facilitate the participation of such concerns. Reasonable efforts will be afforded such small business concerns an opportunity to compete over a period of time.

The above requirements will be negotiated with the contracting officer prior to approval. The contracting officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

**XVI. STATUTORY REQUIREMENTS (FAR 19.702)**

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes),

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VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

- Each contract modification that causes the value of a contract without a subcontracting plan to exceed \$700,000 (\$1.5 million for construction), shall require the Contractor to submit a subcontracting plan for the contract, IF the Contracting Officer determines that subcontracting possibilities/opportunities exist.
- The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- Reminder: As stated in 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

The above requirements will be negotiated with the Contracting Officer in the time specified and prior to plan approval and contract award or renewal. The Contracting Officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

**XVI. SIGNATURE REQUIRED:** *Plan must be signed and dated by a company official.*

This subcontracting plan was SUBMITTED by:

Signature: (b) (6)  
 Typed Name: Perry Chudnoff  
 Company Title: Vice President  
 Date Signed: 7/19/17

**Government Contracting Officer APPROVAL:**

Signature: Kevin M. Terry KEVIN TERRY  
 Printed Name: Kevin M. Terry  
 Agency: U.S. General Services Administration f/b/o HUD  
 Date Signed: July 25, 2017

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LESSOR SPM GOVT: (Signature)

550 12<sup>th</sup> Street, SW  
Potomac Center South (PCS)  
Washington, DC  
RLP #1DC2090 – Housing and Urban Development

**Potomac Center South Occupancy Logistics Plan**

The occupancy plan for 550 12<sup>th</sup> Street, SW will accommodate approximately 86,000 sf of rentable space for the Department of Housing and Urban Development (HUD).

The following characterizes the current situation at Potomac Center South:

- HUD presently leases approximately 113,220 rentable sf with a lease expiration date of April 25, 2017.  
35,965 RSF on 1<sup>st</sup> Floor  
37,859 RSF on 2<sup>nd</sup> Floor  
39,396 RSF on 3<sup>rd</sup> Floor  
113,220 RSF Total
- Ginnie Mae occupied 35,965 RSF on the 1<sup>st</sup> floor under the HUD lease and relocated to another building in the summer of 2016.
- After Ginnie Mae moved, HUD absorbed the vacated space on the 1<sup>st</sup> floor, leaving approximately 27,222 RSF unutilized on the 3<sup>rd</sup> floor.
- According to a study performed by architectural services firm WDG, the HUD lease already meets the office utilization rates per person and overall utilization rates. During its occupancy of 550 12<sup>th</sup> Street, HUD has organically consolidated into a smaller footprint that meets the prospectus square footage and utilization rate requirements.
- Therefore, the government does not have to perform work in the space in order to meet the utilization metrics listed in the prospectus. Accepting the current configuration provides a significant cost savings to the Government.

Should it be required, the construction phasing will be as follows:

- Given the fact that to achieve the density required by the prospectus, no shell modification or reconfiguration is required at PCS, swing space (as defined by the RLP) is not necessary.
- However, if this is not the case, then the Swing Space plan shall be as follows:
  - The Ownership would propose utilizing the previously occupied, and currently under lease, 12,200 RSF on the 3<sup>rd</sup> floor, which is currently built-out to government standards, as swing space for no more than 6 months from lease expiration. In the event that there is an inconsistency between this paragraph and the Lease, this paragraph shall govern.
  - This space is of similar quality to the space presently occupied by HUD on the 1<sup>st</sup>, 2<sup>nd</sup> and (occupied portion of the) 3<sup>rd</sup> floors.
  - Given the current built out and furnished state of this portion of the leased premises, it is anticipated that changes to the swing space to meet the needs of the agency would be minimal.
  - Any swing space construction required would commence following the award of the replacement lease under solicitation 1DC2090.
  - In accordance with the requirements of the RLP, the LCO would have the opportunity to approve the swing space conditions prior to delivery.
  - It is anticipated that the swing space would occur in no more than 3 phases. HUD personnel would have to move no more than twice and the Offeror would bear the cost of one move per employee.

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- The swing space would include the following\*:
  - 3 conference rooms
  - At least 12 individual offices
  - At least 20 individual workstations consisting of systems furniture
  - 2 Break rooms
  - At least 2 storage rooms
  - At least 1 equipment room

**Proposed Potomac Center South Capital Improvement Plan:**

The Offeror shall replace damaged ceiling tiles throughout the leased premises at its sole expense. Moreover, the Offeror shall not be relieved of any obligations. Unless otherwise noted, the Government shall accept the building shell in its existing condition where the improvements meet the standards set forth in the Lease Form L100 Section 3. The Lessor shall not be relieved of the obligation to provide compliance with Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of the Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and General Clauses.

\*Landlord will provide more information should the Government require it.

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A/E Statement of Work and Construction  
HUD Potomac Center Renovation



**Statement of Work (SOW)**  
**For**  
**A/E Statement of Work and Construction**

**PROJECT IDENTIFICATION**

Project Name: HUD Potomac Center Renovations

Project Number: 1DC2090

Region: Region 11

Building Name: Potomac Center

Building Address: 550 12th Street SW, Washington DC

**U.S. General Services Administration**  
**Public Buildings Service**

Contract Number: LDC00280

 &   
Lessor & Government

A/E Statement of Work and Construction  
HUD Potomac Center Renovation

**PROJECT IDENTIFICATION**

A. PROJECT TITLE: HUD Potomac Center Renovations  
B. BUILDING: DC0569ZZ  
C. LOCATION: Potomac Center  
550 12th ST SW  
Washington, DC

**1.0 GENERAL**

The Contractor shall provide all materials, equipment, tools, transportation, permits and shop drawings (as required), work coordination, labor, qualified licensed supervision, and insurance necessary to successfully complete the Housing and Urban Development (HUD) renovations at the Potomac Center. The work shall be in full compliance with the original contract documents (scope of work document, specifications, and drawings), as well as all current national codes, regulations, and trade standards applicable at the start of project. The contractor is highly recommended to conduct an on-site inspection to verify existing conditions, field conditions, quantities, and measurements. The contractor shall assign a project manager, engineer or superintendent capable of communicating in both the spoken and written English language, to coordinate the work with the GSA project manager. Work will be performed in a secured area with limited access and requiring escorts. Work should be done off-hours (within the hours of 6:00 pm starting time and 6:00 am)

Drawings to illustrate a sample floor plan and furniture layout for the 1<sup>st</sup> and 2<sup>nd</sup> Floor are included in this Statement of Work.

**2.0 SCOPE OF WORK**

**2.1 CARPET**

- 2.1.1. Provide and install new carpet throughout the 1st, 2<sup>nd</sup> floors, to include team meeting rooms @ 120 sq ft in size, and existing conference rooms and training rooms on each floor @ 300 sq ft.
- 2.1.2. Provide and install 4 inch cove base material and transition material (carpet to vct/back).
- 2.1.3. Provide additional 5% of the total carpet of the project to the HUD/GSA building engineer as stock material for future use.
- 2.1.4. All workstations/area shall be moved to demo and replace existing carpet. All workstations shall be rolled back in place at the end of the work day so that HUD employees can resume their works in the morning.
- 2.1.5. New carpet should be at least one grade superior to the old one.
- 2.1.6. New carpet should be eco-friendly, no off-gas and no VOC.
- 2.1.7. Old/replaced carpet should be recycled instead of landfill if possible.
- 2.1.8. The space will be occupied and in full use by occupants during the installation. The contractor shall be responsible for the disassembly, reassembly, and/or lifting of furniture systems. Contractor shall be responsible to restore furniture assemblies to the original condition.
- 2.1.9. Offsite disposal of take up and waste based will be responsible of the contractor.
- 2.1.10. Provide storage crates for HUD employees.

A/E Statement of Work and Construction  
HUD Potomac Center Renovation

**2.2 PAINTING**

- 2.2.1 For paint, comply with all requirements in the lease Solicitation For Offers (SFO) and all requirements in this statement of work. Paint shall meet the most stringent environmental requirements (low VOC content, low odor) and shall comply with LEED, MPI, and GREENGUARD Environmental Institute guidelines and regulations. The paint shall be from a major paint manufacturer (such as Sherwin-Williams ProMar 200 Zero VOC or equal) and shall have manufacturer's documentation indicating it has superior one coat coverage. Comply with paint manufacturer's installation instructions. New wall paint shall be compatible with the existing wall paint.
- 2.2.2 For the painting work, the contractor shall move freestanding furniture items such as bookcases, file cabinets, system furniture, cover plates, etc. away from walls to be painted and then move the freestanding furniture back after completion of the painting. Notify/coordinate GSA/HUD employees at least one week ahead of the work commencement.
- 2.2.3 Building ventilation systems shall be operated continuously at the maximum amount of outside air along with supplemental fans during the paint and carpet work to minimize the presence of paint and carpet odors in the buildings when the Government staff returns.

**2.3 HUDDLE ROOMS**

- 2.3.1. Design and construct 2 each huddle /huddle rooms on the first and second floor.
- 2.3.2. Provide for any HVAC rebalancing and new ductwork or registers as necessary for the new huddle room.
- 2.3.3. Provide an electrical plan to address control of the lights in the new huddle room. Add voice and data receptacles and outlets to new huddle room.
- 2.3.4. Provide a reflected ceiling plan for the new huddle room addressing the relocation of lights and the existing smoke detector, as necessary. Provide for an additional smoke detector in the hallway created by the new huddle room, if necessary.
- 2.3.5. Provide the design and construction a new gypsum board wall from slab to slab. Installing system of studs of aluminum 90mm wide from slab to slab with the interval is 400mm center by center. Then apply two 12 mm-gypsum board layers, a layer for each side of walls, then paint the wall. Because there are many conduits, air ducts and other things above ceiling, the contractor must create cutouts for them. The gaps between the cutouts' circumferences/ perimeters and the conduits, air ducts' ones are not are not bigger than 1mm. The wall shall be soundproofing wall. The wall shall be stuffed with soundproofing material in the gap between two sides of the wall. Soundproofing material shall be rock wool 50Kg/m3 density.
- 2.3.6. Install door and frame shall meet STC 45 sound standards. Contractor shall ensure that all required door accessories not to include sound proof door sweeps are used to retain sound in huddle / huddle rooms.
- 2.3.7. All materials, equipment to be used or installed for this project, shop drawings, working schedule shall be approved in advance by GSA and tenant, in accordance with recommendations of the manufacturer
- 2.3.8. Provide and install chair rail in the existing and new huddle rooms.
- 2.3.9. The tenant shall be responsible to removal of all office furniture located in the designated spaces for huddle rooms.

**2.4 WINDOW TINTING**

- 2.4.1. Contractor to complete window glass tinting on the interior of the entire south side of the building windows on the 1<sup>st</sup> and 2<sup>nd</sup> floor to reduce the glare to employee desk locations.

A/E Statement of Work and Construction  
HUD Potomac Center Renovation

- 2.4.2. All work shall be performed by skilled professionals and shall be executed in a workmanlike manner in accordance with the best standards and practices of the trade and shall be repaired in kind by skilled professionals of the trades involved at no additional cost to the Government.
- 2.4.3. All work must be performed in such a manner as to minimize inconvenience to the building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner

3.0 **PERFORMANCE OF WORK**

- 3.1.1. The contractor shall follow all manufacturers' instructions and all National, State and Local codes and Regulations governing this type of work. The Contractor shall follow all ASHRAE, OSHA, and HUD guidelines regarding the components of the Work.
- 3.1.2. Contractors will not be provided any storage space for material or equipment on site. The Contractor shall take all equipment and materials off site each day when work shifts end. Solvents and rags and equipment that are contaminated with them will not be stored or disposed of on the GSA property under any circumstance. All such material shall be carried away by the Contractor after each work shift and properly disposed of.
- 3.1.3. The Contractor shall take all necessary precautions to protect surrounding areas and government property from damage.
- 3.1.4. Contractor is responsible for and shall provide protection for existing finishes including elevators, lobbies and corridors of the base building.
- 3.1.5. The Contractor shall be responsible for repairing (or replacing) any area or items damaged as a result of the performance of his work.
- 3.1.6. The Contractor shall thoroughly clean up all areas where work has occurred after each day's work. In addition, if dust, dirt, water or other material from the construction is carried or migrates into other areas the Contractor shall also be responsible for cleaning those areas. The Contractor shall supply all cleaning equipment, cords and materials necessary to thoroughly clean up after working.
- 3.1.7. The contractor shall coordinate the building sprinkler system and the building fire: detection/safety system with the layout and special use requirement of the space as required by the applicable building Codes. Contractor to coordinate shutdowns with building representative.
- 3.1.8. Contractor shall verify no conflicts exist in the locations of any all mechanical telephone electrical, plumbing, and sprinkler equipment (to include all piping, duct work and conduit) and all require clearances for installation and maintenance of equipment are provided.
- 3.1.9. Mechanical, electrical, plumbing and fire protection system shop drawings and layouts shall be submitted within seven (7) calendar days of notice-to-proceed to the architect. No construction shall proceed until the approval of these drawings. All the above trades need to be reviewed at the same time.
- 3.1.10. The finish work shall be firm, well anchored, true alignment, plumb, level, with smooth clean uniform appearance without waves distortions, holes, marks, cracks, stains, and discoloration. Joints shall be close fitting, neat and well scribed. The finish work shall have no exposed unsightly anchors or fasteners and shall be present hazardous, unsafe corners, all work shall provisions for expansion, contraction, and shrinkage as necessary to prevent cracks, bucking and warping due to temperature and humidity conditions.
- 3.1.11. The contractor is to use the elevator during non-peak hours for stocking material and removing demolition debris. The use of the elevator and elevator pads to be coordinated with the owners representative.
- 3.1.12. Any changes in the work which will result in a change in cost or time must be authorized in the writing by the GSA prior to the commencing work. Contractor shall notify architect of additional costs or schedule impact resulting from unforeseen conditions or changed conditions within two (2) working days



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of discovery by the contractor. Failure to notify the architect in a timely manner will result in rejection of said claims.

- 3.1.13. No work shall be scheduled or preformed on federal Holidays without the written request and approval by the owner's representative.
- 3.1.14. Work shall in no way disturb the operations of the building. If during the performance of any work, personnel of the GSA Lease Project Management Team request work stop due to noise, odors or other factors the Contractor shall immediately stop working and reschedule the construction for another time when such work will not cause a disturbance. The Government will not be held financially liable for any cost incurred due to a request to stop work.
- 3.1.15. The contractor shall not block egress routes or vehicular access to or within the building without prior written approval from the GSA Building Manager. Requests to block or obstruct egress or other access shall be given by the Contractor to the GSA Building Manager in writing at least two weeks prior to performing the work. GSA will not be responsible for delays that occur because of this approval process.
- 3.1.16. The GSA Contracting Officer shall issue a Notice to Proceed and the Contractor shall have 60 days to complete all required work.

3.2 **SECURITY REQUIREMENTS**

- 3.2.1. All persons working on this project are subject to a routine background check and must be approved by the building security before they enter the building for afterhours work. . The Prime Contractor shall provide the names, birth dates, and social security numbers of all persons working on this project. Also provide the anticipated dates that the people listed will be on site. The Government reserves the request additional information if needed. This information shall be provided in writing to the GSA Building Manager a minimum of 3 full working days prior to start of the project. If during the project an additional person(s) is required to come on site, the same information will be required a minimum of 3 full work days in advance of the person(s) coming into the building. The Government will not be responsible in any way for delays caused by security clearance procedures. Contractors are urged to submit accurate personnel information as early as possible to avoid delays.
- 3.2.2. Construction workers do not stray into other restricted areas of Potomac Center compound.
- 3.2.3. Contractor agrees to comply with the rules and regulations as directed by U.S. Government security and safety personnel at all times while on site
- 3.2.4. Parking space is limited at the Potomac Center buildings and there will be parking on site during regular working hours, unless disapproved by GSA Management office. Generally, parking spaces are available for a limited number of Contractor vehicles after normal hours, but GSA does not guarantee availability. GSA shall not be responsible for delays caused by lack of parking for the Contractor's vehicles. No on-site parking will be provided for the Contractor's employee's personal vehicles at any time.

4.0 **QUALITY ASSURANCE**

- 4.1.1. The contractor shall provide independent project management (not by an employee of the paint or carpet installers) to provide the following services:
  - a. Coordinate all work with Government staff.
  - b. Develop detailed phasing plans and schedules for the paint and carpet work.
  - c. Attend a pre-construction planning meeting with Government facilities staff and tenant representatives to discuss work phasing, staff notifications, packing, moving, and inspection processes.
  - d. Furnish packing crates for Government staff to use to pack as required for performance of the paint and carpet work.

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- e. Develop written instructions for Government staff detailing packing requirements and scheduling for packing.
  - f. Develop email lists for Government staff in each phase of each floor in each building and email packing instructions to Government staff at least 1 week prior to the required start date for packing. Coordinate the schedule of Government staff notifications with the paint and carpet installers work schedules.
  - g. Inspect each phase area prior to the start of the paint and carpet work to ensure that Government staff packing has been completed. Perform preparation inspections at 5pm each weekday to ensure areas are ready for work to begin at 6pm. If packing is found to be incomplete, complete the packing to avoid delaying the paint and carpet work.
- 4.1.2. For each work area, ensure work is complete and ready for occupancy prior to the return of Government staff.
- a. Inspect each phase area of paint work at noon each Sunday to ensure that paint work and clean up has been completed and that ventilation systems are running. If deficiencies or incomplete work is found, document and photograph the areas and ensure the painting contractor takes corrective action prior to leaving the work site to ensure that space will be ready for Government staff occupancy Monday morning.
  - b. Inspect each phase area of carpet work at 5:00am each weekday morning to ensure that carpet work and clean up has been completed. If deficiencies or incomplete work is found, document and photograph the areas and ensure the carpet contractor takes corrective action prior to leaving the work site to ensure that space is ready for Government staff occupancy by 6:00am each weekday.
  - c. Meet with Government facilities staff at 8:00am each weekday to review the status of work completion and discuss any issues or concerns affecting the work.
  - d. Provide the Government with daily reports by email each business morning to document progress.

**4.2 DELIVERY, STORAGE, AND HANDLING**

- 4.2.1. Store project materials in a well-ventilated and temperature controlled off site location. Comply with material manufacturer's requirements.
- a. Obtain all carpet material for entire project at one time to ensure consistent dye lot.
  - b. Open carpet packaging and allow carpet to ventilate for 2 weeks (14 days) prior to installation.
  - c. Government staff shall be allowed to inspect the storage site if requested.
  - d. Transport materials to the project site on an as needed basis and protect materials from damage during transport.

**5.0 GENERAL REQUIREMENTS**

- 5.1. All work, including survey and investigation on site, shall be coordinated with and approved by the following:

General Services Administration  
Gregory Gary  
Project Manager

Office of Design and Construction  
General Services Administration  
7th & D Streets, S.W., Room 7919

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Washington, D.C. 20407  
(202)357-9693  
INTERNET: Gregory.Gary@gsa.gov

GSA Building Manager: Mehek.Akbar@gsa.gov  
(202) 260-4930

**6.0 SCHEDULE**

- 6.1.1 The Contractor will issue the approved project schedule at the first design kickoff meeting. This schedule will be binding for the future activities and will include the start and completion dates for each design activity. The Project Team members shall use this schedule to ensure that all design milestone dates are being met for the project.
- 6.1.2 Painting work shall only be performed on weekends, starting after 6pm on Fridays and completing by noon on Sundays, leaving the remainder of Sundays for ventilation of the painted space to minimize paint odor when Government staff returns on Monday morning.
- 6.1.3 Carpet and window tinting work shall be performed on weekday evenings, starting after 6pm and completing by 6am the next weekday morning. Carpet work shall also be performed on weekends, starting after 6pm on Fridays and completing by 6am on Mondays.

**END OF STATEMENT OF WORK**